

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 26-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 1/20/2015

Re: Municipal Agreement with MHTC for Bridge Improvements at the Business Loop 70 (West Blvd) Interchange, Garth Avenue Crossing, and the MO Route 763 (Rangeline Street) Interchange

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Map, MoDOT Press Release

Executive Summary

Authorizing the City Manager to execute a Municipal Agreement with the Missouri Highways and Transportation Commission (MHTC) for bridge improvements at the Business Loop 70 (West Blvd) interchange, Garth Avenue crossing, and the MO Route 763 (Rangeline Street) interchange in Columbia. The projects will be complete in the fall of 2016.

Discussion

The MHTC requires a municipal agreement for needed improvements to be made to bridges at the Business Loop 70 (West Blvd) interchange, Garth Avenue crossing, and the MO Route 763 (Rangeline Street). They are pursuing these improvement projects using a design/build process, which is a method to deliver a project in which the design and construction services are contracted by a single entity. Teams of consultants and engineers will compete to deliver the best product in a proposal due to MoDOT in June. Factors such as time of construction, best traffic management plan, and maintenance costs of the design will all be factors in the team selection.

Per the agreement, MHTC will pay for all project design and construction costs and the City will be responsible for temporary or permanent removal, or relocation, of public utilities. Specifics related to the timing and construction of the three bridge projects is not yet known; however, construction is expected to be complete by the fall of 2016.

Fiscal Impact

Short-Term Impact: No costs associated with this municipal agreement with MHTC.

Long-Term Impact: Existing streets and sidewalks maintained by the City will be retained or reconstructed to new condition if impacted by the work.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Infrastructure

City of Columbia

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Suggested Council Action

Authorize a Municipal Agreement with Missouri Highways and Transportation Commission for bridge improvements at the Business Loop 70 (West Blvd) interchange, Garth Avenue crossing, and the MO Route 763 (Rangeline Street) interchange in Columbia, Missouri.

Legislative History

None


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 26-15

AN ORDINANCE

authorizing a municipal agreement with the Missouri Highways and Transportation Commission for bridge improvements along I-70 at the Business Loop 70 (West Boulevard), Garth Avenue crossing and MO Route 763 (Rangeline Street) interchanges; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a municipal agreement with the Missouri Highways and Transportation Commission for bridge improvements along I-70 at the Business Loop 70 (West Boulevard), Garth Avenue crossing and MO Route 763 (Rangeline Street) interchanges. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/14 (AR)
Modified:

Municipal Agreement
Route: 70
County: Boone
Job No.: J512172

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 70, Boone County, Job No. J512172 shall consist of bridge improvements at the Business Loop 70 (West Blvd.) interchange, Garth Ave. crossing, and the MO Route 763 (Rangeline St.) interchange in Columbia.

(2) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by Commission for the above-designated route and project.

(3) PURPOSE: It is the intent of this Agreement that Commission shall provide without cost to City, except as otherwise provided in this Agreement, improvements to the highway for traffic in City and Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic. The improvements to the highway will be completed using the Design/Build method of procurement.

(4) RIGHT-OF-WAY USE: City grants the right, title and interest which City may have in and to the right of way of any public roads, streets, and alleys in the location of the public improvement identified in Exhibit A, as necessary for construction and maintenance of said public improvement.

(5) CLOSE AND VACATE: City shall temporarily close all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When Commission deems it necessary to completely close Business Loop 70, Garth Avenue, and MO Route 763 (Rangeline Street), or any other city street or road temporarily during construction, City shall be advised a minimum of ten (10) calendar days in advance to make provisions for the

diversion and rerouting of traffic.

(6) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by Commission and the Federal Highway Administration (FHWA), Commission will file copies of the plans with the City Clerk of the city and the County Clerk of the county and proceed to acquire at its sole expense, and at no cost or expense to City, necessary right-of-way required for the construction of the improvement.

(B) No acquisition of additional right-of-way is anticipated in connection with Job No. J5I2172 or as contemplated by this Agreement.

(7) UTILITY RELOCATION:

(A) Commission, Design-Build Contractor and City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right of way of existing public ways as necessary for construction of the improvement and the cost shall be borne by the owners of the public and/or private utilities or facilities except where City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case City will pay its obligated portion of the cost.

(B) Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right of way included in this project shall be done only in accordance with the general rules and regulations of Commission and FAPG 23 CRF 645A and its revisions and after a permit for the particular work has been obtained from Commission's district engineer's authorized representative. Similarly, City will allow no work on the highway right of way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections except in accordance with the rules and regulations of Commission and only after a permit for the specific work has been obtained from Commission's district engineer's authorized representative. City shall take whatever actions necessary to assure compliance with this Subsection.

(D) Commission, Design-Build Contractor and City will cooperate to complete utility relocations.

(E) FHWA Federal-aid projects are subject to 23 CFR 635.410 Buy America requirements.

(8) LIGHTING: Commission will, at its sole cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with Commission's policy on highway lighting in effect, and to the extent deemed warranted by Commission, at the time of any such installation. No lighting system shall be installed or maintained by City on the improvement without approval of Commission.

(9) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of Commission. City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of Commission.

(10) DRAINAGE: Commission may construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which Commission constructs within the limits of highway right-of-way to the extent of City's authority and control of the storm sewer facilities or natural drainage involved.

(11) PERMITS: Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(12) COMMENCEMENT OF WORK: Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by Commission of the Agreement for the construction, and upon the approval of the award by the FHWA.

(13) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, Commission will maintain all portions of the improvement within Commission owned right-of-way. Maintenance by Commission shall not in any case

include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by Commission to drain the highway), City-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to City.

(C) City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(14) POLICE POWERS: It is the intent of the parties to this Agreement that City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by Commission and as are not in conflict with any regulations for federal aid. Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(15) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, City shall take whatever actions necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(16) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and City shall take whatever actions necessary to enforce this Section.

(17) WITHHOLDING OF FUNDS: In the event that City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, Commission may, after serving written request upon City for compliance and City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in City.

(18) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(19) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, City shall defend, indemnify and hold harmless Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of City's wrongful or negligent performance of its obligations under this Agreement.

(B) City will require any contractor procured by City to work under this Agreement:

(1) To obtain a no cost permit from Commission's district engineer prior to working on Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from Commission's district engineer will not be required for work outside of Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(20) INSURANCE:

(A) General Condition: If City performs any utility work under this Agreement, City shall maintain (and require its contractors and subcontractors performing utility work hereunder to maintain):

(1) Comprehensive General Liability (Bodily Injury and Property Damage) insurance with limits of liability of not less than two million five hundred thousand dollars (\$2,500,000) per occurrence and aggregate, including the following coverages (or the equivalent in a policy form reasonably acceptable to Commission):

(a) Contractual Liability to cover liability assumed under this Agreement, including liability for design performed by City; and

(b) Personal Injury with the "employee" and "contractual" exclusions deleted; and

(c) Product and Completed Operations Liability Insurance.

(2) Automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than two million five hundred thousand dollars (\$2,500,000), and

(3) Worker's compensation insurance as required by law.

City shall cause Commission, its governing body, and their respective officers, employees, and authorized agents to be named as additional insureds on the above general liability insurance. Each Commercial General Liability and Commercial Auto Liability insurance policy shall also contain a separation of insureds condition. City shall cause a certificate (or certificates) evidencing the insurance required hereunder to be delivered to Commission prior to commencement of utility Work by City and by each other party required to provide such insurance, and shall cause such insurance to be maintained in full force and effect until all such utility work is completed. Each certificate shall provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Commission by certified mail, return receipt requested. If requested by Commission from time to time, City shall provide Commission with verification by a properly qualified representative of the insurer that City's insurance complies with this paragraph, and shall cause all other parties required to provide insurance pursuant to this paragraph to do the same.

(B) Self Insurance by City: Without in any way limiting City's indemnification obligations as set forth in this Agreement, City shall have the right to comply with and satisfy any or all of its insurance obligations under this Section (including without limitation coverage for utility work performed by City's contractors, subcontractors and consultants) in lieu of actually obtaining the applicable insurance policy(ies) by notifying Commission of City's election to be self-insured as to the applicable insurance coverage. If requested by Commission at any time, City shall provide Commission with a certificate of such self-insurance in form reasonably acceptable to Commission.

(21) NO LIENS: City, its agents, and contractors, shall keep the relocated Facilities and the Project and the Project right-of-way free from any statutory or common law lien arising out of any utility work performed, materials furnished, or obligations incurred by City, its agents, or contractors.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved on or between the duly authorized representatives of City and Commission.

(23) COMMISSION REPRESENTATIVE: Commission's Project Director is

designated as Commission's representative for the purpose of administering the provisions of this Agreement. Commission's representative may designate by written notice other persons having the authority to act on behalf of Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: City's Public Works Director is designated as City's representative for the purpose of administering the provisions of this Agreement. City's representative may designate by written notice other persons having the authority to act on behalf of City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To City:

John Glascock, P.E.
Director of Public Works
City of Columbia
701 E. Broadway, PO Box 6015
Columbia, Missouri 65201

Facsimile No: 573-874-7132

(B) To Commission:

Travis Koestner, P.E.
Assistant District Engineer, Central District
Missouri Department of Transportation – Central District
1511 Missouri Blvd, P.O. Box 718
Jefferson City, MO 65102

Facsimile No: 573-751-8267

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) ASSIGNMENT: City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. City shall comply with all local, state and

federal laws and regulations relating to the performance of the contract.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Commission and City.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(32) SUBJECT TO THE APPROPRIATION OF FUNDS. All obligations of City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this ____ day of _____, 20__.

Executed by Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST:

Secretary to Commission

APPROVED AS TO FORM:

Commission Counsel

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

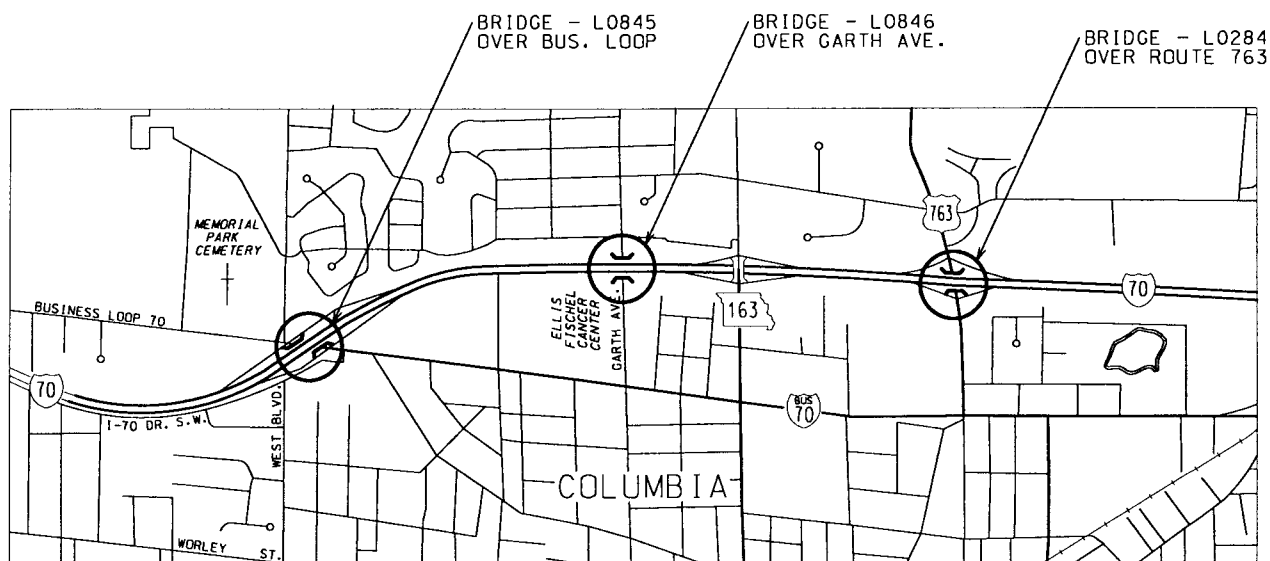
ATTEST:

Sheela Amin
City Clerk

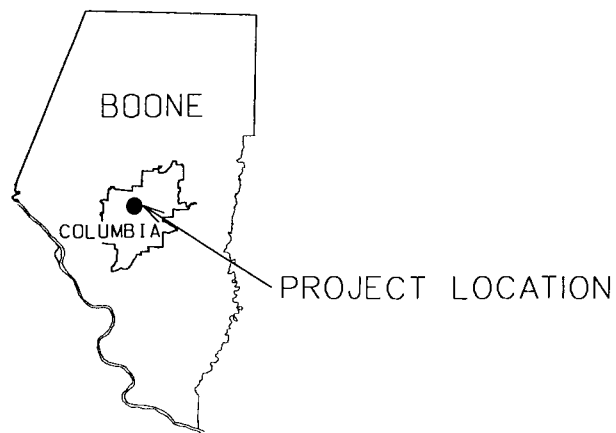
APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Ordinance Number _____



DESIGN-BUILD
I-70 AND BUS. LOOP
I-70 AND GARTH AVE.
I-70 AND RTE. 763
BOONE COUNTY
JOB NO.: J5I2172





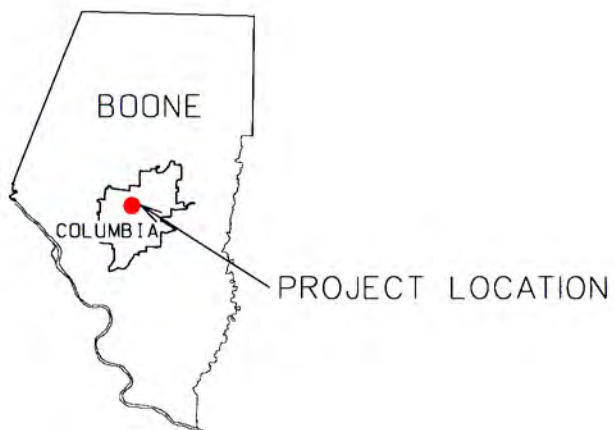
SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Map, MoDOT Press Release



— IMPROVEMENT

DESIGN-BUILD
I-70 AND BUS. LOOP
I-70 AND GARTH AVE.
I-70 AND RTE. 763
BOONE COUNTY
JOB NO.: J512172





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Local News Releases

For more information, contact Assistant District Engineer Travis Koestner at (573) 751-3322.

January 07, 2015 11:00 AM

Five Teams Short-Listed for Columbia I-70 Bridges Design-Build Project

JEFFERSON CITY - The Missouri Department of Transportation (MoDOT) has received Statements of Qualification (SOQ) from contracting teams interested in competing for the contract to design and construct the three bridge locations on Interstate 70 in Columbia, Boone County. These SOQs have been evaluated and five teams have been short-listed to proceed.

"We are very pleased to have received interest from these qualified teams," said Assistant District Engineer Travis Koestner. "We look forward to working through the procurement process to select the best team's approach and design to replace the I-70 bridges in Columbia."

The short-listed teams are as follows:

- APAC-Missouri Inc., Burns and McDonnell, Hg Consult Inc.
- Emery Sapp and Sons Inc., Parsons Transportation Group Inc.
- KCI Construction Company Inc., Jacobs Engineering Group Inc., ABNA Engineering Inc.
- Kiewit Infrastructure Co., George Butler Associates Inc.
- Millstone Weber, LLC, Horner and Shifrin Inc.

Design-Build is a project delivery method that combines both the design and construction phases into one contract. This one contract team completes the design and construction in parallel instead of in succession, which saves time and resources.

MoDOT has established Design-Build goals for the project. The contractor team will be selected using a Best Value process to determine the team who can best meet or beat the following goals:

- Deliver the project within program budget of \$18 million.
- Construct bridges on Interstate 70 at Bus Loop70/West Blvd, Garth Ave., and MO Route 763/Rangeline that provide long term service and will be compatible with future expansion.
- Minimize traffic impacts while maximizing capacity and mobility for the area.
- Maximize safety for the workers and commuters.
- Complete the project by October 1, 2016.
- Provide a project team that reflects the diversity of the community.

MoDOT will provide a Request for Proposal to the teams providing them information on how to prepare their proposals for designing and building these bridges. Their proposals are due to MoDOT later this spring. The details on the bridge designs and the construction schedule and traffic impacts will be available once the best value contractor is selected in early summer 2015. Construction is expected to start in fall 2015.

For more project information, visit the web site at www.modot.org/ColumbiaBridges.



Traveler Map



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