

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 95-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 4/20/2015

Re: Pole Line Removal and Relocation Agreement - Scott Blvd Phase III Project

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibit to Resolution/Ordinance

Supporting documentation includes: Map

Executive Summary

Authorizing a Pole Line Removal and Relocation agreement with Ameren Missouri relating to the Scott Boulevard Phase III project, from Vawter School Road to Route KK. The estimated cost per this agreement is \$487,257.99.

Discussion

The Scott Boulevard Phase III project includes reconstruction of street pavement, sidewalks, storm drainage and utilities along Scott Boulevard from Vawter School Road to Route KK. The Pole Line Removal and Relocation agreement with Ameren Missouri allows for the relocation of gas facilities at an estimated cost of \$487,257.99. Funds have been budgeted in the project account for all utility relocation services related to the Scott Boulevard Phase III project.

Fiscal Impact

Short-Term Impact: The estimated cost to relocate gas facilities is \$487,257.99, and funding has been budgeted in the Scott Boulevard Phase III project.

Long-Term Impact: N/A

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Economic Development, Transportation

Strategic Plan Impact: Economic Development, Growth Management, Infrastructure

Comprehensive Plan Impact: Land Use & Growth Management, Infrastructure, Mobility, Connectivity, and Accessibility, Economic Development

Suggested Council Action

Authorizing a Pole Line Removal and Relocation agreement with Ameren Missouri relating to the Scott Boulevard Phase III project.

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Legislative History

2/02/15 (Ord 22357) Declaring the need to acquire additional easements for construction of the Scott Boulevard Phase 3 Street Improvement Project, from Vawter School Road to Route KK

2/02/15 (Ord 22356) Bid Call to construct the Scott Boulevard Phase 3 Street Improvement Project

11/17/14 (Ord 22272) Declaring the need to acquire easements for construction of the Scott Boulevard Phase 3 street improvement project, from Vawter School Road to State Route KK

4/03/14 - Interested parties meetings

9/17/12 (R153-12) Authorizing engineering services agreement with Burns & McDonnell for preliminary & final design of Scott Boulevard bridge over Mill Creek, Scott Boulevard Phase 3 Project

4-20-09 (R52-09) Public hearing for construction of street improvements to Scott Boulevard (Phase 2) Brookview Terrace to Vawter School Road, and (Phase 3) Vawter School Rd to State Rt KK

12-02-08 - Interested parties meeting

A handwritten signature in black ink, appearing to read "John A. Gant", written over a horizontal line.

Department Approved

A handwritten signature in black ink, appearing to read "M. Kelly", written over a horizontal line.

City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 95-15

AN ORDINANCE

authorizing a pole removal and relocation agreement with Union Electric Company, d/b/a Ameren Missouri, relating to the Scott Boulevard Phase III Street Improvement Project, from Vawter School Road to Route KK; 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 pole removal and relocation agreement with Union Electric Company, d/b/a Ameren Missouri, relating to the Scott Boulevard Phase III Street Improvement Project, from Vawter School Road to Route KK. 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

City of Columbia, Missouri, Scott Boulevard
Ameren Missouri Work Request Nos. 2DLD 082408 and 2DLD 083742 Work Order J0705

POLE LINE REMOVAL AND RELOCATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a corporation existing under the laws of the State of Missouri, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called "Company", and CITY OF COLUMBIA, MISSOURI, its successors or assigns, hereinafter called "City"

WITNESSETH THAT:

WHEREAS, City contemplates the construction associated with Scott Boulevard, in City of Columbia, Missouri; and

WHEREAS, in carrying out the construction associated with the Scott Boulevard Project, Company has been requested by City to move Company's distribution facilities now located on Company's private right-of-way along Scott Boulevard in City of Columbia, Missouri, to provide clearance for the construction; and

WHEREAS, Company is willing to accommodate to said request upon the condition that City accepts the provisions hereinafter set out and evidences its said acceptance by the execution hereof in duplicate by its agent duly authorized in accordance with R.S.Mo. 1986 Section 432.070 and City Ordinance No. _____.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the City Engineer, furnish all labor, material and supervision necessary, and will relocate said gas facilities of the Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the Scott Boulevard in City of Columbia, Missouri.

2. Company shall have the right to locate its said gas facilities on City right-of-way within the Scott Boulevard project as shown on Exhibit "A", and shall have the continuing right to cut and trim trees, saplings and other vegetation as deemed necessary or advisable by Company for proper clearances and/or to protect its utility facilities from danger or damage. Company agrees to remove all debris resulting from its work and all such trees and tree limbs which it has caused to be cut and/or trimmed.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

4. The total cost of the work is estimated to be Four Hundred Eighty Seven Thousand Two Hundred Fifty Seven and 99/100th Dollars (\$487,257.99). It is agreed that City's obligation toward the cost

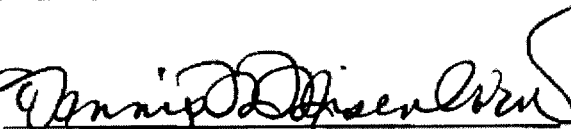
of work under this contract shall be 100% of the estimate cost thereof. City agrees that upon completion of the work contemplated herein and upon receipt of an invoice in the estimate cost amount of the project, it will reimburse Company for 100% of the estimate cost of the work. Any invoice remaining unpaid more than thirty (30) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid.

5. City agrees to compensate Company for any future relocations or adjustments of Company's facilities (as they may then exist) made necessary by future improvements or use of Scott Boulevard.

6. If any substantial change is made in the original plan and extent of the work which increases the cost of the work so that it exceeds the amount stated in paragraph 4, above, Company agrees that reimbursement therefore shall be limited to the amount approved in writing by the City Administrator PRIOR to the performance of the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

BY 
Dennis W. Weisenborn, Vice President

CITY OF CITY OF COLUMBIA, MISSOURI

City Clerk

BY _____
Mayor

APPROVED:

APPROVED AS TO LEGAL FORM:

City Engineer

City Counselor

I hereby certify that unencumbered balances sufficient to pay the contract sum of Four Hundred Eighty Seven Thousand Two Hundred Fifty Seven and 99/100th Dollars (\$487,257.99) remain in the appropriation accounts against which this obligation is to be charged.

BY _____
Director of Finance



Union Electric Company d/b/a Ameren Missouri
RELOCATION OF FACILITIES
AT REQUEST OF
GOVERNMENT AGENCIES

BILL TO: CITY OF COLUMBIA
PROJECT NO: NONE

DESCRIPTION OF WORK: Relocate approximately 5900' of 8" PE main along Scott Blvd. for road improvements.

AMEREN WORK REQUEST: 2DLD082408 2DLD083742
AMEREN WORK ORDER: J0705

RELOCATION PROJECT TO BE FINAL BILLED: X AS ESTIMATED or
AT ACTUAL

	AMOUNT
1. COST OF INSTALLED MATERIALS (SCHEDULES A THRU A-4)	\$62,733.00
2. AMEREN LABOR TO INSTALL AND/OR REMOVE FACILITIES (SCHEDULE B)	\$49,678.00
3. OTHER JOB RELATED COSTS (SCHEDULE C)	\$366,349.00
4. INDIRECT OVERHEAD CHARGES (SCHEDULE D)	<u>\$71,814.00</u>
TOTAL ESTIMATED COSTS	\$550,574.00
LESS 11.5% NON-REIMBURSABLE	(\$63,316.01)
TOTAL ESTIMATED REIMB. COSTS	<u><u>\$487,257.99</u></u>

DATE: 01/12/2015

JACOB MARTIN
APPROVED BY PROJECT MANAGER

573-876-3063
PHONE

KISHA MATHIS
PREPARED BY ACCOUNTANT

SCHEDULE A - MATERIAL**AMEREN MATERIAL INSTALLED**

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
VALVE-BALL, 2 IN IPS, BUTT/S	19-17-224	2	\$103.00
PIPE,NM, PE2406/ PE 2708, 2 IPS IN	32-05-001	320	\$288.00
PIPE,NM, PE2406/ PE 2708, 4 IPS IN	32-05-008	140	\$405.00
PIPE,NM, PE2406/ PE 2708, 6 IPS IN	32-05-017	40	\$270.00
PIPE,NM, PE2406/ PE 2708, 8 IPS IN	32-05-018	5,500	\$50,655.00
VALVE-BALL, 4 IN IPS, BUTT/S	39-10-383	1	\$163.00
VALVE-BALL, 8 IN IPS, BUTT/S	39-10-722	2	\$1,410.00
PIPE,NM, PE 2406/PE 2708	32-05-007	40	\$6.00

TOTAL AMEREN MATERIAL INSTALLED		\$53,300.00
ESTIMATED MINOR MATERIAL	10.00%	\$5,329.00
		\$58,629.00
ESTIMATED PURCHASING AND STORES HANDLING	7.00%	\$4,104.00
TOTAL COST OF AMEREN INSTALLED MATERIAL		\$62,733.00

SCHEDULE A-2 - MATERIAL

VENDOR PURCHASED MATERIAL INSTALLED

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>QTY</u>	<u>UOM</u>	<u>AMOUNT</u>
NO VENDOR MATERIAL PURCHASED				
TOTAL VENDOR PURCHASED MATERIAL INSTALLED				\$0.00

SCHEDULE A-3 - SCRAP**SCRAP VALUE FOR MATERIAL REMOVED******BASED ON CURRENT SCRAP VALUES****

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>FEET</u>	<u>PRICE PER</u>	<u>CREDIT AMOUNT</u>
NO SCRAP WIRE REMOVED				
TOTAL SCRAP VALUE				\$0.00

SCHEDULE A-4 - POLE DISPOSAL**COST TO DISPOSE OF POLES REMOVED**

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QTY</u>	<u>LBS</u>	<u>PRICE PER</u>	<u>AMOUNT</u>
NO POLE DISPOSALS					
TOTAL POLE DISPOSAL COST					\$0.00

SCHEDULE B - AMEREN LABOR	
UEC-GAS	
TOTAL COST OF AMEREN LABOR	\$49,678.00

SCHEDULE C - OTHER	
Real Estate Fees- ROW,Easements, Etc.	\$0.00
Tree Trimming	\$0.00
Specialized Equipment Rental	\$0.00
Outside Contractor	\$366,349.00
Waste Removal	\$0.00
OTHER	\$0.00
TOTAL OTHER CHARGES	\$366,349.00

SCHEDULE D - INDIRECT OVERHEAD CHARGES	
<u>Indirect Overheads</u> - charges for overheads outside the reporting center itself, including legal support, clerical support, purchasing and billing activities, asset management activities, drafting support, and etc.	
Total charges from Schd A-E	\$478,760.00
Indirect overhead billable percentage	15%
TOTAL OVERHEADS CHARGES	\$71,814.00

Relocate approx.
5500' 8" PE Mam

New 8" Main to be installed in public utility easement.

Abandon approx.
5500' 8" PE Main

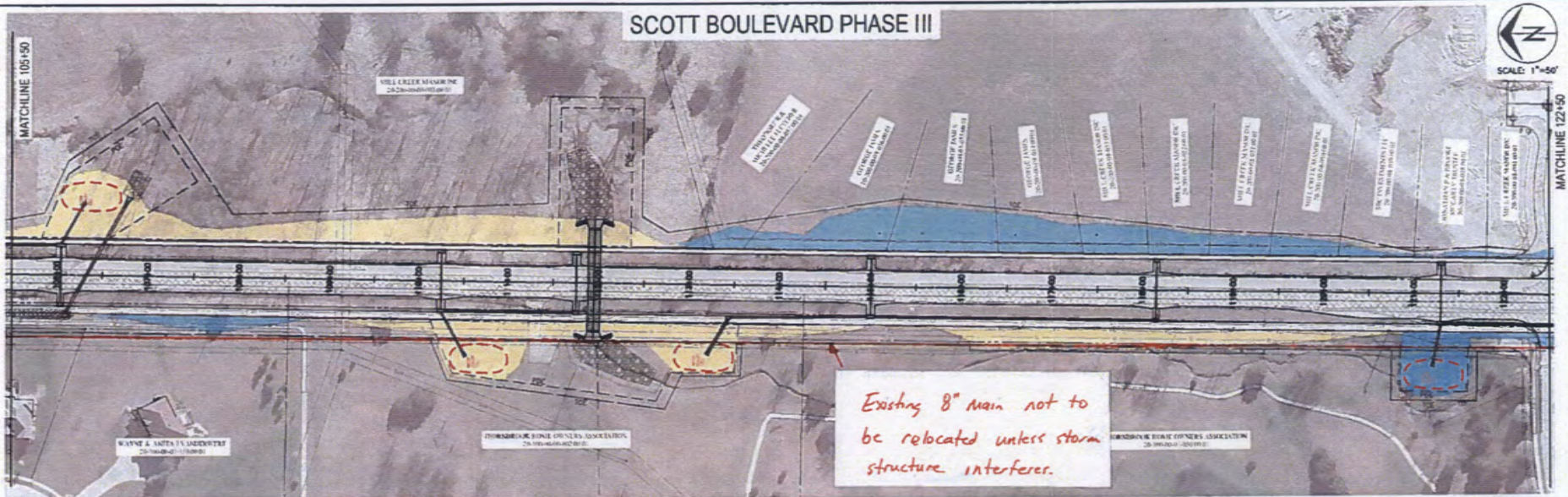
MATCHLINE 54+50

MATCHLINE 71+50

SCOTT BOULEVARD PHASE III

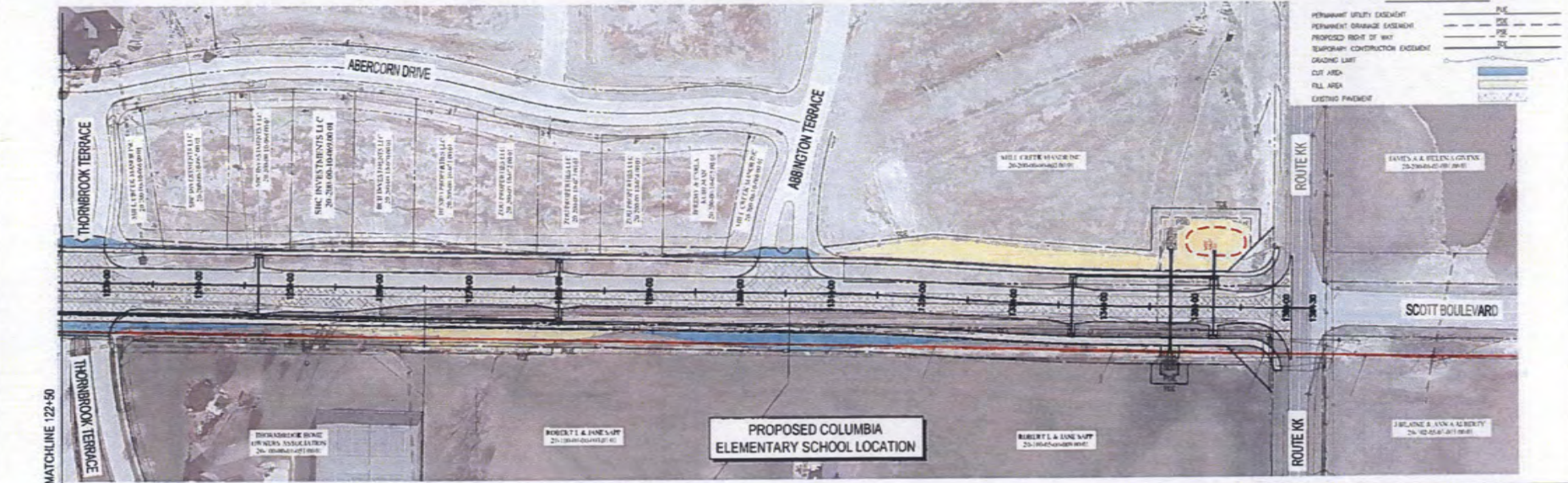


SCALE: 1"=50'



LEGEND

PERMANENT UTILITY EASEMENT	PUE
PERMANENT DRAINAGE EASEMENT	PDE
PROPOSED RIGHT OF WAY	PRW
TEMPORARY CONSTRUCTION EASEMENT	TCE
GRADING LIMIT	
CUT AREA	
FILL AREA	
EXISTING FENCE	





SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Map

