

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD, MISSOURI TO EXECUTE A COST APPORTIONMENT AGREEMENT PROVIDING FOR AESTHETIC ENHANCEMENTS AND THE MAINTENANCE THEREOF IN CONJUNCTION WITH THE CONSTRUCTION OF THE CHESTERFIELD AIRPORT ROAD BRIDGE WITHIN THE CITY OF CHESTERFIELD**

**WHEREAS**, the City of Chesterfield, Missouri (the "City") desires to incorporate aesthetic enhancements in the construction of Chesterfield Airport Road Bridge, including, but not limited to color additives and incorporation of the Chesterfield City Logo in the bridge abutment retaining walls, improving the bridge wall barriers by incorporating color and architectural reveals; and

**WHEREAS**, The Missouri Department of Transportation is planning the improvement of the Chesterfield Airport Road Bridge and agrees to incorporate certain specific aesthetic enhancements into the final design of the new Bridge, provided that the City of Chesterfield agrees to fund the incremental cost to include such improvements; and

**WHEREAS**, the City of Chesterfield, Missouri, after careful consideration and deliberation has determined that the City is willing to fund the incremental cost and provide for the regular maintenance and care of aesthetic enhancements;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:**

**Section 1.** The City Council hereby approves of the Cost Apportionment Agreement in substantially the form set forth as **Exhibit A**, attached hereto and incorporated by reference.

**Section 2.** The City is hereby authorized to enter into, and the City Administrator of the City of Chesterfield and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the City, the Agreement, such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and with the provisions of the Agreement.

**Section 3.** The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparable connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 6<sup>th</sup> day of MAY, 2013.

Bob Nation

Mayor

ATTEST:

Vickie Hass  
City Clerk

CCO Form: DE07  
Approved: 07/97 (DPP)  
Revised: 09/11 (AR)  
Modified:

Cost Apportionment Agreement  
Route: I-64  
County: St. Louis  
Job No.: J6P1436

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route I-64 in St. Louis County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route I-64 at the Chesterfield Airport Road interchange; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

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

(1) **PURPOSE:** The purpose of this agreement is to coordinate participation by the Entity in the cost of the Commission's public improvement for Route I-64, in the County of St. Louis County, designated as Job No. J6P1436. This public improvement will include betterments to the Chesterfield Airport Road Bridge (CAR) or MoDOT Bridge No. A8145 consisting of:

- Stained MSE abutment walls wrapping at angle towards oncoming traffic
- City of Chesterfield logo on the walls facing oncoming traffic
- TXDOT style barrier on CAR Bridge with two shades of stain

(2) **LOCATION:** The transportation improvement that is the subject of this Agreement is contemplated at the following location:

The Chesterfield Airport Road Bridge westbound on-ramp over Interstate 64. The bridge is located at approximate I-64 highway station 68+00 or mile marker 14.0.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(3) **USE OF RIGHT-OF-WAY:** The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(4) **COMMISSION REPRESENTATIVE:** The Commission's Project Director for the I-64 Daniel Boone Bridge Project is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) **PROJECT RESPONSIBILITIES:** With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed construction plans and project specifications. This includes design and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(6) **PAYMENT RESPONSIBILITIES:** With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project betterments is Two Hundred Thousand Nine Hundred Dollars (\$200,900). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total cost of these project betterments include preliminary engineering, design, materials, project construction, and work inspection.

(B) The Commission will pay a maximum contribution of zero dollars (\$0.00) toward the actual project betterment costs. The Commission will, however, be responsible for the costs associated with administration of the construction contract and inspection of the work performed by the construction contractor, at no cost or expense to the Entity.

(C) The Entity shall remit a check in the amount of Two Hundred Thousand Nine Hundred Dollars (\$200,900) by May 15, 2013. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to

make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(7) **ADDITIONAL FUNDING:** In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(8) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

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

(10) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) **APPROVAL OF FHWA AND AVAILABILITY OF FUNDS:** This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(12) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(13) **COMMISSION RIGHT OF WAY:** All improvements made within the state-owned right-of-way shall become the Commission's property, however any upkeep, maintenance or reapplication of stain on the MSE Abutment walls and TXDOT style barrier on the CAR bridge will be the responsibility of the City, except as otherwise provided by this Agreement or a separate written agreement.

(14) **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.

(15) **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 the Commission and the Entity.

(16) **NO INTEREST:** By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(17) **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.

(18) **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.

(19) **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) **NO ADVERSE INFERENCE:** This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) **VOLUNTARY NATURE OF AGREEMENT:** Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*

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

Executed by the Entity this 6<sup>th</sup> day of May, 2013.

Executed by the Commission this 23 day of May, 2013

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By James R. Steward  
Title PROJECT DIRECTOR

**CITY OF CHESTERFIELD**

By Michael G. Herring  
Title City Administrator

ATTEST: (Commission seal)

ASS: [Signature]  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Commission Counsel

ATTEST: (Entity seal, if existing)

By Vicky Haas  
Title City Clerk

APPROVED AS TO FORM:

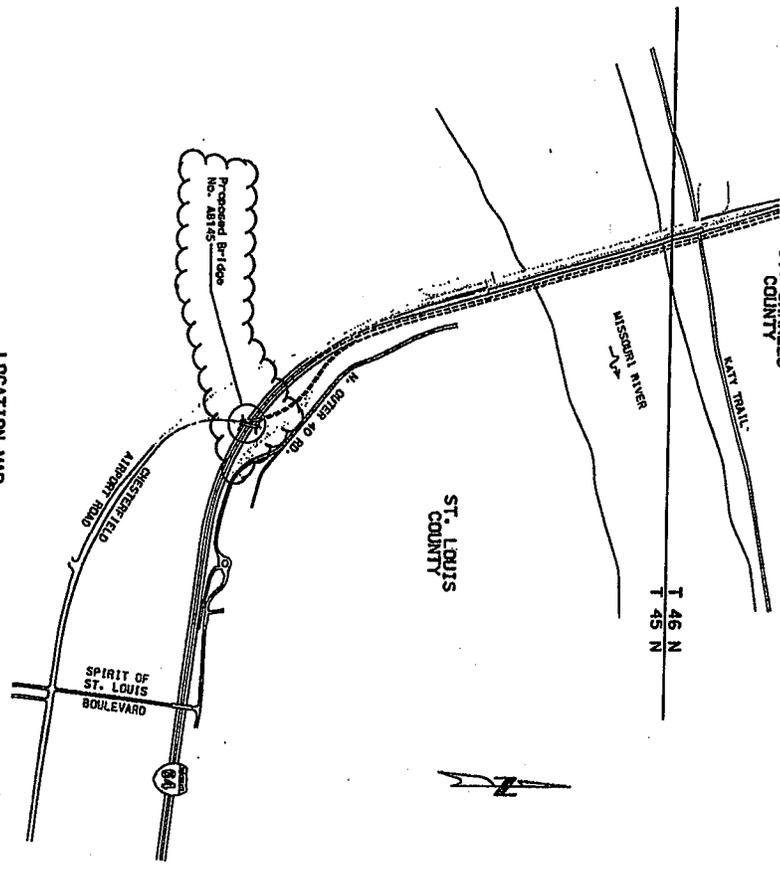
By [Signature]  
Title City Attorney

If Entity is a City – City Ordinance Number 2741

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

RAMP 2

St. Louis County  
Exhibit A



LOCATION MAP  
NO SCALE

Notes: This drawing is not to scale. Follow dimensions.

DATE: NOV. 2012  
CHECKED: FEB. 2013

SEC. 371, TWP. 45N, RGE. 03E

- INDEX OF SHEETS**
1. Title & Index of Sheets
  2. General Plan & Elevation
  3. Substructure Layout & Foundation Data
  4. General Notes & Specifications
  5. Piering Sequence
  6. Barrier Curbs & Elevation
  7. End Bent 1 - Plan & Elevation
  8. End Bent 1 - Wing Details & Sections
  9. Intermediate Bent 2
  10. Intermediate Bent 2 Footing
  11. End Bent 2 - Plan & Elevation
  12. End Bent 2 - Piering Sequence
  13. End Bent 2 - Wing Details & Sections
  14. Vertical Drain at End Bent
  15. Framing Plan & Beering Details
  16. Prestressed Girder Details - Span (1-2) & (2-3)
  17. C.I.P. Concrete Diaphragm Details - Bent 2
  18. Slab Piercing & Details
  19. Slab Piercing Sequence
  20. Girder - Center & Side Haunches
  21. Barrier Curbs Elevation
  22. Barrier Curbs Reinforcing Details
  23. Bridge Approach Slab End Bent 1
  24. Bridge Approach Slab End Bent 3
  25. 9111 of Reinforcing Steel
  26. Stopped Construction Plan
  27. Stopped Construction Details

**BRIDGE: RAMP 2 OVER I-64**  
STATE ROAD FROM NO. RIVER TO RTE. 340  
ABOUT 1 MILE EAST OF NO. RIVER  
TIE STA. 11470.04

STANDARD DRAWING SYMBOLS AND ABBREVIATIONS

STD. 608.40	STANDARD SYMBOLS
STD. 617.10	STANDARD SYMBOLS
STD. 706.35	STANDARD SYMBOLS

**Burns & McDonnell Engineering Co., Inc.**  
1400 Ward Parkway  
Kansas City, Missouri 64114  
816-353-2100

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

**MoDOT**  
105 WEST CAPITOL  
JEFFERSON CITY, MISSOURI 64102  
1-888-ASK-MODOT (1-888-274-6367)

DATE	DESCRIPTION
02/07/13	10% SUBMITTAL

PROJECT NO.	AB145
CONTRACT NO.	16P1436
ST. LOUIS COUNTY	
DESIGNED BY:	
CHECKED BY:	
DATE:	

PRELIMINARY  
NOT FOR  
CONSTRUCTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

# Exhibit B

**EXHIBIT L**

**COST ANALYSIS FOR REQUEST FOR CHANGE ORDER**

Name of Change: Chesterfield Airport Road Betterments (City of Chesterfield)

RCP Number: **XX**

Work Description and Bid Item Nos.	Quantity	Unit Measure	Equipment Rent	Construction Labor	Non-Construction Labor	Direct Materials	Permit Fees	Other Direct Costs	Subcontracts	Totals
<b>LUMP SUM COSTS</b>										
Design	1.00	LS							\$25,000.00	\$25,000.00
MSE Wall Color - New	1.00	LS							\$7,964.00	\$7,964.00
MSE Wall special panels setup	1.00	LS				\$4,000.00				\$4,000.00
MSE Wall QTY (Panels) Base credit	1.00	LS				-\$59,005.28				(\$59,005.28)
MSE Wall QTY (Panels) New	1.00	LS				\$70,395.00				\$70,395.00
MSE Wall Coping - Base credit	1.00	LS				-\$7,405.40				(\$7,405.40)
MSE Wall Coping - New	1.00	LS				\$8,230.92				\$8,230.92
MSE Wall Install - Delta qty	1.00	LS						\$38,208.00		\$38,208.00
MSE Wall Coping Install - Delta Qty	1.00	LS						\$680.00		\$680.00
Bridge Barrier (Slip Form) credit	1.00	LS						-\$16,758.72		(\$16,758.72)
Bridge Barrier (TXDOT Hand form)	1.00	LS						\$66,161.34		\$66,161.34
Bridge Barrier Formwork Fabrication	1.00	LS				\$5,283.45				\$5,283.45
Bridge Barrier color (2 colors)	1.00	LS						\$3,625.00		\$3,625.00
Add1 Bridge Deck 4" to accommodate barrier	1.00	LS						\$10,416.25		\$10,416.25
Scope Development Risk (10% of costs)	1.00	LS						\$9,870.69	\$3,658.90	\$15,679.46
<b>Subtotal Cost</b>						\$23,648.56		\$108,577.56	\$40,247.90	\$172,474.02
Labor Surcharge%										
Labor Surcharge										
Markup %			20%		20%	20%		20%	5%	
Markup						\$4,723.71		\$21,715.51	\$2,012.40	\$28,457.62
<b>TOTALS:</b>						\$28,378.28		\$130,293.07	\$42,260.30	\$200,931.64