BILL NO. 3072 ORDINANCE NO. 2886

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64.

WHEREAS, the City of Chesterfield was successful in obtaining a transportation alternatives grant for the construction of a pedestrian bridge adjacent to Chesterfield Parkway over Interstate 64; and

WHEREAS, in order to proceed with the project, TAP-5410(626), the City needs to enter into a License Agreement with the Missouri Highways and Transportation Commission; and

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into a License Agreement with the Missouri Highways and Transportation Commission in substantially similar form as that attached hereto as Exhibit A;

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

Section 1. The City Council of the City of Chesterfield hereby directs and authorizes the City Administrator to enter into an Agreement with the Missouri Highways and Transportation Commission, in a form substantially similar to Attachment "A" hereto, relative to the construction of a pedestrian bridge adjacent to Chesterfield Parkway over Interstate 64, and to take all other actions necessary to effect such an agreement and carry out the provisions of this ordinance.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 7th day of March, 2016.

Bob Nation
MAYOR

ATTEST:

Pamela Shelton, Deputy
CITY CLERK

First Reading held 2/17/16

Memorandum
Department of Public Services

DATE: **February 9, 2016**

TO: **Jim Eckrich, PE – Public Works Director/City Engineer**

FROM: **Kim Streicher, PE – Civil Engineer**

RE: **Chesterfield Parkway Pedestrian Bridge – TAP-5410(626)**
Missouri Department of Transportation License Agreement

As you are aware, the City is nearing final approval of the plans, specifications, and estimate for the Chesterfield Parkway Pedestrian Bridge Project 2009-PW-19A.

The new pedestrian bridge will span Interstate 64, and the bridge abutments are also located in right of way owned by the Missouri Highways and Transportation Commission. As such, MoDOT is requiring a trail license agreement (attached). The agreement must be executed before MoDOT will obligate federal funds for the construction phase of this project.

The agreement gives the City a non-exclusive right to use Commission property freely and without charge to connect the portions of the Chesterfield Parkway sidewalk with a pedestrian bridge structure.

I recommend requesting authorization to execute the enclosed trail license agreement. In accordance with the February 9, 2016 email from MoDOT, the agreement must be approved via ordinance and a minimum of three (3) executed copies of the agreement and ordinance need to be returned to MoDOT.

I anticipate having right of way clearance and final plan approval from MoDOT by early April. I would anticipate a May 2016 bid opening and summer/fall 2016 construction schedule.

If you have questions or need additional information, please let me know.

Attachment: Trail License Agreement

CCO Form: RW37
Approved: 01/09 (ASB)
Revised: 06/13 (ASB)
Modified:

ST. LOUIS COUNTY
ROUTE 64

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LICENSE AGREEMENT

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the **City of Chesterfield** (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route 64 (hereinafter, "Highway") as part of the State Highway System in St. Louis County, Missouri;

WHEREAS, the City owns and operates the Pedestrian trail(s) (hereinafter, "Trail") located throughout the area, including those portions of the Trail laying outside of the Commission's property limits of Highway lying between centerline station 388+45 and centerline station 388+75;

WHEREAS, the City desires to use that portion of the Commission property limits of Highway lying between centerline station 388+45 and centerline station 388+75, (hereinafter, "Trail Connector") for the users of the Trail to cross Commission property when traveling on those portions of the Trail laying outside the said Commission property limits;

WHEREAS, the Commission agrees to allow the City to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

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

(1) LICENSE GRANTED: The Commission hereby grants the City and its successors, a non-exclusive right to use that portion of the Commission property across Highway at the location described on Exhibit "A" for the users of the Trail to cross the said Commission property to reach the point where the trail resumes, while traveling from one trail end to the other trail end outside the Commission property limits.

(2) CONSIDERATION FOR THIS LICENSE: The Commission grants this license freely and without charge, based on the City's express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the

Commission through its Missouri Department of Transportation (MoDOT) representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement. The conditions of this License are:

(A) The license is conditioned on pedestrian or bicycle use of this area only.

(B) Use of the Commission property is prohibited in times of floodwaters on the Trail Connector.

(C) There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(3) WORK BY THE CITY: The City shall construct a paved surface on the Trail Connector in the Commission property limits of Highway lying between centerline station 388+45 and centerline station 388+75, pursuant to the plans and specifications as referred to herein. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23CFR771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission.

(4) CERTIFICATES/PERMITS: The City's Engineer will complete and provide the necessary permits and the no-rise certificate, which will certify that the proposed paved surface will cause "no rise" in the 100-year flood elevation.

(5) TRAIL CONNECTOR DESIGN: The City, consulting engineers and architects have prepared final plans and final specifications for the Trail Connector to be constructed by the City. The Trail Connector is designed to meet requirements of AASHTO, ADA, and Commission standards. The City shall submit to Commission's District Engineer (hereinafter, "District Engineer") the final plans and specifications for the Trail Connector for written approval by the District Engineer subject to the concurrence of the Federal Highway Administration (hereinafter, "FHWA") before any construction can begin over the Commission property. The general design and location of the Trail Connector is shown on Exhibit "B" which is attached to this Agreement and incorporated herein by reference.

The Commission shall either approve or disapprove the final plans and specifications for the Trail Connector within a reasonable time after receipt from the City. The Commission, having no authority over FHWA approval measures, makes no representation as to the amount of time necessary to obtain FHWA concurrence to approval of the final plans and specifications. However, the Commission will promptly cooperate with and provide all information within its control to the FHWA in order to expedite the approval process.

After written approval is obtained from the Commission and upon proper

application by the City, the Commission shall issue, through its District Engineer or the District Engineer's authorized representative, any permits necessary for the City to perform the work contemplated herein. Any significant revision in the design or construction of the Trail Connector shall receive prior written approval of the Commission subject to concurrence by the FHWA. The Trail Connector shall be constructed in accordance with the plans and specifications to the satisfaction of the District Engineer or the District Engineer's authorized agents.

(6) PLAN SHEET: The plan sheet showing the property lines subject to this license is attached to this Agreement as Exhibit "C" and incorporated herein by reference.

(7) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City will enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to construct the Trail Connector Improvements in accordance with the approved plans and specifications. The City shall cause Contractor to submit appropriate documentation to the Commission, to include the following provisions:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Trail Connector and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Responsible Party for Payment: The Contractor will look solely to the City for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(C) Construction Bonds: The City shall acquire from the Contractor and shall deliver, prior to commencement of work on the Trail Connector, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for work other than the Trail Connector. The performance and payment bond requirement does not render the Trail Connector construction project a public works project.

(8) RESTORATION OF COMMISSION PROPERTY: At all times during the construction or maintenance of the Trail Connector, the City and Contractor shall construct and maintain the Trail Connector in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless

as specified herein. After construction of the Trail Connector, the City will restore the unpaved property to its original condition, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(9) TRAIL CONNECTOR COST: The City shall construct and maintain the Trail Connector at its own cost and expense in accordance with the final plans and final specifications as approved by the Commission and the FHWA. If and when the highway is expanded, the Commission is fully responsible for cost of the restoration to the Trail Connector. Once restoration has been completed the City shall resume its maintenance responsibility for the Trail Connector.

(10) DURATION OF LICENSE: The Commission and the City agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset on March 1, 2041. Upon approval of both parties, the terms and conditions of this Agreement are renewable for an additional twenty-five (25) years from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(11) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership or joint venture for any purpose whatsoever.

(12) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(13) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the use of the Trail Connector, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Trail Connector, to the best knowledge of Commission's MoDOT representatives. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately

cease the use of the Trail Connector and contact the Commission's MoDOT representatives.

(14) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the City defaults and abandons the Trail Connector construction project, the Commission has the right, at its discretion, to complete construction of the Trail Connector or demolish the structure. The Commission shall have the right to charge all payments associated with and costs of construction or demolition to the City. Such assignment is at the option of the Commission, so that the Commission, if it elects, may compel performance and payments by Contractor (or a substitute contractor) in compliance with the construction contract as secured by the required surety bonds.

(15) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated construction. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to minimize disruption of the traffic flow. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(16) MAINTENANCE AND REPAIR: At all times during the construction of the Trail Connector and after its completion, the site of the Trail Connector and all related structures and approaches will be maintained by and at the expense of the City with respect to City use and operation of the Trail Connector so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with ADA and Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. The City's maintenance requirements herein shall be limited to the maintenance required for the use of the Trail Connector as provided for herein. Notwithstanding anything herein to the contrary, the City shall have no maintenance requirements with regard to the paved highway area on Commission property, except for cleaning trash or items thrown from the Trail Connector and maintaining any adjoining highway structure in a graffiti-free condition in accordance with direction as provided by MoDOT.

(17) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the City fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the City fails to begin making repairs within thirty days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the District Engineer or his/her authorized representative determines that an actual or

potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the City.

(18) MAINTENANCE PERMIT: Any maintenance performed on the infrastructure of the Trail Connector shall require a permit to be issued by the District Engineer, or the District Engineer's authorized representative. Maintenance of the Trail Connector within the roadway limits may require proper lane closures as specified in the Manual on Uniform Traffic Control Devices or as directed by the District Engineer. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(19) REQUIRED INSPECTIONS OF STRUCTURE:

(A) Upon completion of the construction of any structure on or over the Commission's property, the City, and any successors in interest of the City, shall be required to have scheduled inspections of said structure to ensure the safety of the traveling public. All inspections shall be done in accordance with the current version of the National Bridge Inspection Standards as found in 23 CFR 650 Subpart C.

(B) The City shall be responsible for maintaining inspection records and shall promptly submit all written inspection reports, photographs, and other inspection related information along with a cover letter highlighting any structural deficiencies found to the following: (1) To the Commission District Engineer having responsibility for the roadway above or under the Proposed Structure; (2) To the Commission's State Bridge Maintenance Engineer, 105 W. Capitol, Jefferson City, Missouri.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the 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 the City's wrongful or negligent performance of its obligations under this Agreement.

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

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

(21) ASSUMPTION OF RISK AND RELEASE:

(A) Assumption of Risk: The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(22) REVOCATION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following shall constitute a default by the City under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement.

(A) Failure to Construct the Trail Connector as Approved: The Trail Connector is not completed in compliance with the plans and specifications approved or approved as modified by the Commission and the FHWA;

(B) Nonuse or Abandonment of Trail Connector: The Trail Connector ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Trail Connector is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and it cannot be repaired or the City will not repair the Trail Connector to a condition satisfactory to the Commission and the FHWA;

(D) Violation of Agreement: The City violates any term of this Agreement;

(E) Change in Use: The City changes or attempts to change the use or purpose of the Trail Connector, without prior written approval of the Commission, with the concurrence of the FHWA;

(F) Violation of Laws: The City constructs, operates, uses or maintains the Trail Connector or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time;

(G) Failure to Pay Debts: The City fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The City fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof is deemed void or invalid by a court of competent jurisdiction.

(J) Unsafe Action: If the City acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and to no other person or entity.

(K) Removal of the Trail Connector: In the event this Agreement is revoked under provisions of Section (22) of this Agreement and the Commission deems it necessary to request to remove the Trail Connector Improvement, the removal shall be accomplished by the City or a responsible party as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the City.

(23) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend this license as needed to redesign, relocate, or alter the highway at this location. Further, should the Commission find that changes should be made at this location, but does not desire to terminate this Agreement, the Commission shall make changes at its expense. Once the changes have been completed, the City shall resume its maintenance responsibility for the Trail Connector.

(24) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Trail Connector. On premise directional signs pertaining only to the

Trail and the Trail Connector will be allowed, as approved by the Commission in the plans submitted by the City for this product.

(25) OPPORTUNITY TO CURE: As to any default described in paragraph (22) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the City specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time.

(26) REMOVAL OF THE TRAIL CONNECTOR: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Trail Connector Improvement, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the City.

(27) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the City agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(28) NONDISCRIMINATION: The City, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the City facilities served by the Trail Connector.

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

(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) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(32) SURVIVABILITY: The City's obligation to the Commission under this Agreement shall survive the completion of the terms of this Agreement.

(33) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other

matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

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

(35) 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 respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

(37) 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 the City of Chesterfield, Missouri:
690 Chesterfield Parkway West
Chesterfield, MO 63017
(636) 537-4764

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
(573) 522-6480

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.

(38) 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.

(39) LIABILITY INSURANCE: The City agrees to provide the Commission with liability insurance to protect and defend the Commission from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the trail, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars ($500,000) per person and Three Million Dollars ($3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to the City.

(A) Additional Named Insured: Each such insurance policy shall specify as the "insured" or "additional named insured" the Commission, the Missouri Department of Transportation, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the City's election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the City, naming another party or parties as insured also. However, if the City elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the City begins construction of the trail on Commission property, for as long as that trail remains open for public use of it and the adjacent segments. Upon request, the City shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the City to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title _____

Attest: (SEAL)

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

THE CITY OF _____, MISSOURI

By: _____

Title _____

Attest: (SEAL)

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

Ordinance No. _____

ACKNOWLEDGMENT BY THE CITY

STATE OF_____)
) ss
COUNTY OF_____)

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ of _____ and that the foregoing instrument was signed and sealed on behalf of _____ of _____ and that he/she acknowledged said instrument to be the free act and deed of _____ of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF_____)
) ss
COUNTY OF_____)

On this ____ day of _____, 20__, before me appeared _____, personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

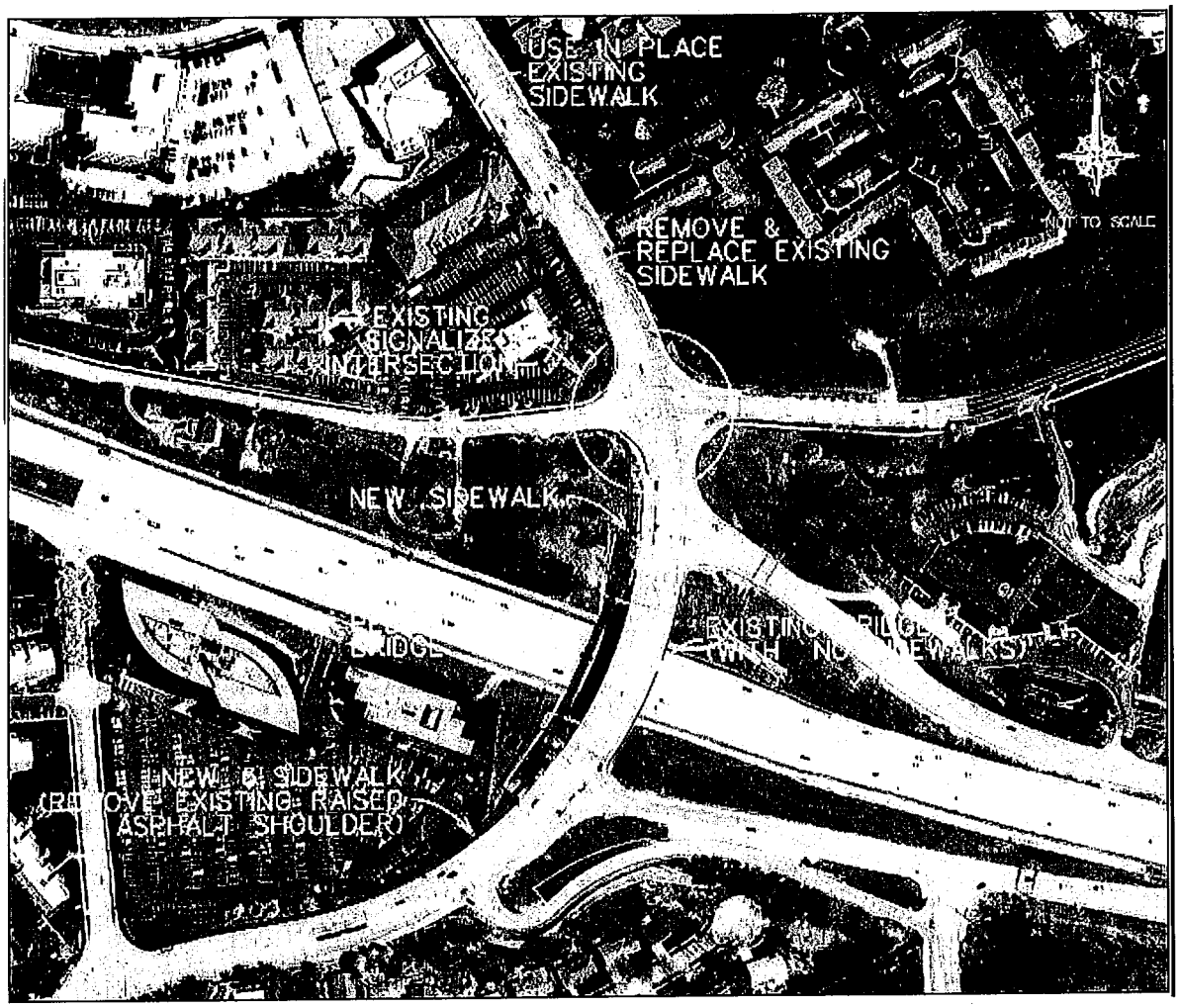
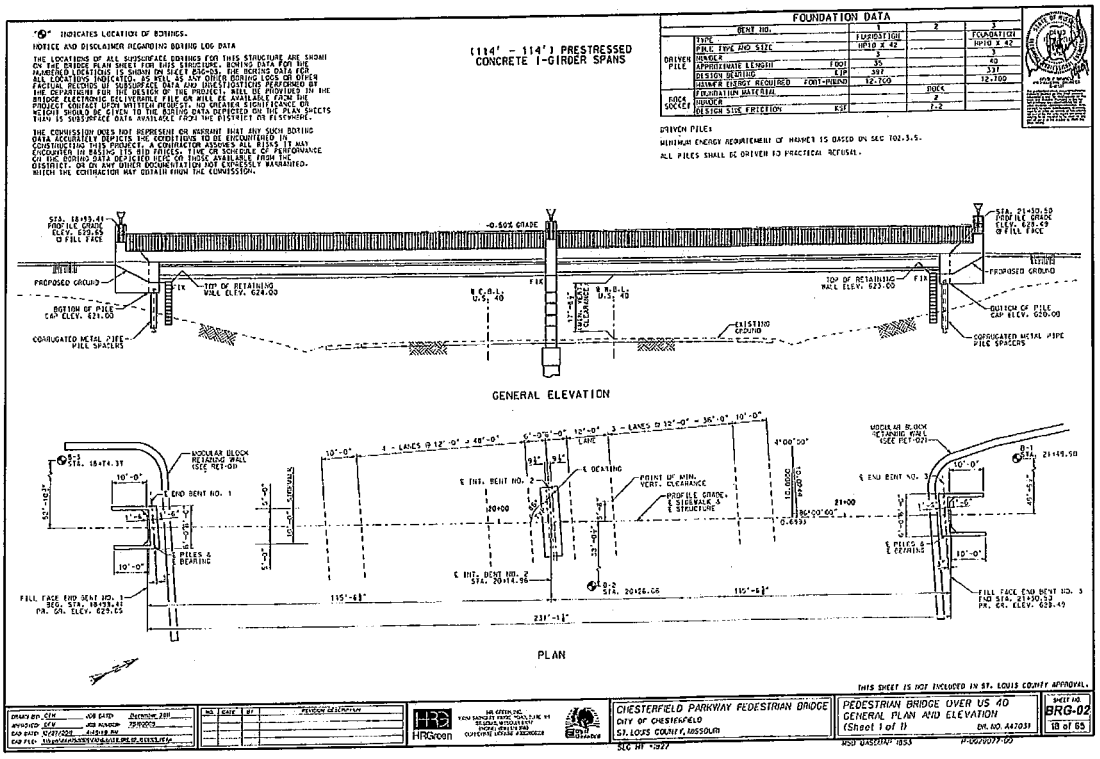

USE IN PLACE
EXISTING
SIDEWALK
REMOVE &
REPLACE EXISTING
SIDEWALK
NOT TO SCALE
EXISTING
SIGNALIZED
INTERSECTION
NEW SIDEWALK
BRIDGE
NEW 6' SIDEWALK
(REMOVE EXISTING RAISED
ASPHALT SHOULDER)

EXHIBIT B



"⊙" INDICATES LOCATION OF BORINGS.
NOTICE AND DISCLAIMER REGARDING BORING LOG DATA
THE LOCATIONS OF ALL SUBSURFACE BORINGS FOR THIS STRUCTURE ARE SHOWN ON THE BRIDGE PLAN SHEET FOR THIS STRUCTURE. BORING DATA FOR THE NUMBERED LOCATIONS IS SHOWN ON SHEET BRG-03. THE BORING DATA FOR ALL LOCATIONS INDICATED, AS WELL AS ANY OTHER BORING LOGS OR OTHER FACTUAL RECORDS OF SUBSURFACE DATA AND INVESTIGATIONS PERFORMED BY THE DEPARTMENT FOR THE DESIGN OF THE PROJECT, WILL BE PROVIDED IN THE BRIDGE ELECTRONIC DELIVERABLE FILE OR WILL BE AVAILABLE FROM THE PROJECT CONTACT UPON WRITTEN REQUEST. NO CREATED SIGNIFICANCE OR WEIGHT SHOULD BE GIVEN TO THE BORING DATA DEPICTED ON THE PLAN SHEETS THAN IS SUBSURFACE DATA AVAILABLE FROM THE DISTRICT OR ELSEWHERE.
THE COMMISSION DOES NOT REPRESENT OR WARRANT THAT ANY SUCH BORING DATA ACCURATELY DEPICTS THE CONDITIONS TO BE ENCOUNTERED IN CONSTRUCTING THIS PROJECT. A CONTRACTOR ASSUMES ALL RISKS IT MAY ENCOUNTER IN BASING ITS BID PRICES, TIME OR SCHEDULE OF PERFORMANCE ON THE BORING DATA DEPICTED HERE OR THOSE AVAILABLE FROM THE DISTRICT, OR ON ANY OTHER DOCUMENTATION NOT EXPRESSLY WARRANTED, WHICH THE CONTRACTOR MAY OBTAIN FROM THE COMMISSION.
(114' - 114') PRESTRESSED CONCRETE I-GIRDER SPANS
FOUNDATION DATA
BENT NO.
DRIVEN PILE
TYPE
PILE TYPE AND SIZE
HANDLER
APPROXIMATE LENGTH
DESIGN BEARING
HAMMER ENERGY REQUIRED
FOUNDATION MATERIAL
ROCK SOCKET
HANDLER
DESIGN SIDE FRICTION
FOUNDATION
HP10 X 42
FOUNDATION
HP10 X 42
DRIVEN PILE:
MINIMUM ENERGY REQUIREMENT OF HAMMER IS BASED ON SEC 702.3.5.
ALL PILES SHALL BE DRIVEN TO PRACTICAL REFUSAL.
-0.50% GRADE
PROPOSED GROUND
TOP OF RETAINING WALL ELEV. 624.00
BOTTOM OF PILE CAP ELEV. 621.00
CORRUGATED METAL PIPE PILE SPACERS
EXISTING GROUND
GENERAL ELEVATION
MODULAR BLOCK RETAINING WALL (SEE RET-01)
END BENT NO. 1
PILES & BEARING
FILL FACE END BENT NO. 1
POINT OF MIN. VERT. CLEARANCE
PROFILE GRADE, ℄ SIDEWALK & ℄ STRUCTURE
℄ INT. BENT NO. 2
℄ END BENT NO. 3
FILL FACE END BENT NO. 3
PLAN
THIS SHEET IS NOT INCLUDED IN ST. LOUIS COUNTY APPROVAL.
CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI
PEDESTRIAN BRIDGE OVER US 40
GENERAL PLAN AND ELEVATION
(Sheet 1 of 1)
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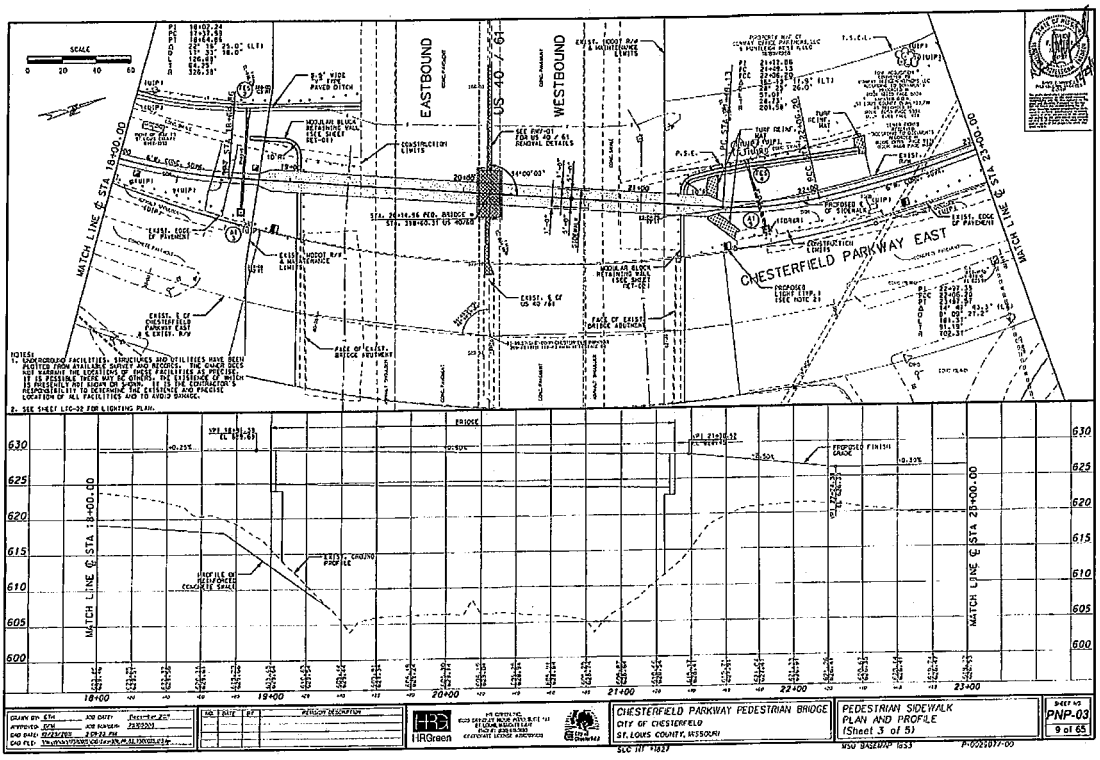
EXHIBIT C


EASTBOUND
WESTBOUND
US 40 / 61
CHESTERFIELD PARKWAY EAST
MATCH LINE @ STA 18+00.00
MATCH LINE @ STA 23+00.00
18+00
19+00
20+00
21+00
22+00
23+00
630
625
620
615
610
605
600
CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI
PEDESTRIAN SIDEWALK
PLAN AND PROFILE
(Sheet 3 of 5)
PNP-03
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