

BILL NO. 3105

ORDINANCE NO. 2907

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SAINT LOUIS COUNTY FOR CONSTRUCTION OF STREET LIGHTING AND SIDEWALKS ALONG CHESTERFIELD PARKWAY EAST IN CONJUNCTION WITH THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE PROJECT.

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

WHEREAS, Saint Louis County owns and maintains Chesterfield Parkway East; and

WHEREAS, in order to proceed with the project, the City needs to enter into a Contract with Saint Louis County to allow the City of Chesterfield to construct and maintain street lighting and sidewalk along Chesterfield Parkway East; and

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into a Contract with Saint Louis County 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 a Contract with Saint Louis County, in a form substantially similar to Attachment "A" hereto, relative to the construction and maintenance of street lighting and sidewalks adjacent to Chesterfield Parkway East, 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 15th day of August, 2016.

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 8/1/2016

**CONTRACT BETWEEN
ST. LOUIS COUNTY AND**

**THE CITY OF CHESTERFIELD
(Chesterfield Parkway East Pedestrian Bridge)**

This Contract is entered into between the City of Chesterfield ("CITY") and St. Louis County ("COUNTY").

WITNESSETH:

WHEREAS, CITY has initiated a street lighting plan within the City of Chesterfield, along Chesterfield Parkway East, a COUNTY arterial roadway, in conjunction with the Chesterfield Parkway East Pedestrian Bridge Project, hereinafter referred to as "PROJECT"; and

WHEREAS, CITY and COUNTY wish to enter into a contract reflecting their respective rights, obligations, and liabilities as they relate to the PROJECT, which will consist of installation, maintenance, repair, replacement, and power costs of the street lighting along Chesterfield Parkway East in conjunction with the Chesterfield Parkway East Pedestrian Bridge project and more fully described herein.; and

WHEREAS, CITY is authorized to enter into this Contract by Ordinance No. _____ and COUNTY is authorized to enter into this Contract by Ordinance No. _____;

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and representations herein, CITY and COUNTY agree as follows:

- (1) SCOPE OF WORK — The PROJECT consists of street lighting in conjunction with the Chesterfield Parkway East Pedestrian Bridge project ("PROJECT Improvements"). CITY shall install, maintain, repair and replace PROJECT in accordance with Section 40.70-4 Item 8 and other applicable sections of the COUNTY Department of Transportation ("Department") Design Criteria for the Preparation of Improvement Plans, as revised on January 1, 2016 (Design Criteria) and other COUNTY Standard Specifications found in Department's Permit Requirements and Conditions Book dated December 1, 2015 and Department's Standard Drawings, as revised on September 1, 2015 (collectively "COUNTY Standards").
- (2) DESIGN/CONSTRUCTION — CITY represents that the PROJECT has been designed in accordance with all applicable governmental requirements and regulations. CITY shall construct or have constructed the PROJECT Improvements in accordance with all applicable governmental requirements and regulations. CITY shall install or have installed the PROJECT Improvements and shall pay or cause to be paid all costs associated with such installation. CITY shall install

or have installed the PROJECT Improvements in accordance with the COUNTY Standards and the COUNTY approved plans for the PROJECT.

(3) REVIEW/PERMITS — CITY shall submit or cause to be submitted plans to the COUNTY for review regarding PROJECT Improvements that are located within COUNTY'S right-of-way. CITY shall secure or cause to be secured all necessary approvals and permits from COUNTY for such PROJECT Improvements prior to installation. COUNTY's approval of such plans and issuance of such permits shall be reflective of this Contract and shall not be unreasonably withheld.

(4) MAINTENANCE — CITY shall be responsible for all aspects of the installation, maintenance, repair, replacement and power costs of the PROJECT Improvements. As between the CITY and COUNTY, the City shall be solely liable for the safety of the PROJECT.

CITY will pay all costs associated with installation, repair, maintenance, replacement, and power costs of the PROJECT Improvements, even if affected by COUNTY or other third parties, including but not limited to any roadway or sidewalk repair, maintenance and/or improvement, and any utility maintenance, repair and/or improvement.

CITY shall repair or correct or cause to be repaired /or corrected any damage to COUNTY right-of-way or property that may result from the PROJECT Improvements within one week after COUNTY provides CITY written notice. After this time, COUNTY may make these necessary repairs and/or corrections to the PROJECT Improvement areas using materials in accordance with COUNTY Standards. CITY will reimburse COUNTY for such necessary repairs and/or corrections within 30 days after demand is made by COUNTY.

CITY shall be responsible for dealing directly with all utility companies, all utility accounts shall be in the CITY's name and CITY shall be responsible for all related utility maintenance and operation costs.

(5) LIABILITY — With respect to all PROJECT Improvements, as between the CITY and COUNTY only, CITY assumes all liability for damage, accident or injury resulting from the installation, construction, maintenance, repair, presence or removal of the PROJECT Improvements. CITY shall defend, indemnify and hold harmless COUNTY, its agents, officers and employees, from any and all demands, claims, lawsuits and/or expenses, including attorneys' fees and court costs, arising from the installation, construction, maintenance, repair, presence or removal of the PROJECT Improvements.

(6) FEDERAL. STATE AND COUNTY LAWS — This Contract shall not be construed so as to conflict with or supersede or otherwise limit any applicable law, rule, or regulation of the government of the United States, State of Missouri or COUNTY.

(7) CAPTIONS/SEVERABILITY — The captions included in this Contract are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the Contract itself. In the event any portion of this Contract shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

(8) TERMINATION. If CITY desires to terminate this Contract, CITY must at its own cost and expense remove the PROJECT improvements and restore the entirety of the PROJECT to COUNTY Standards after 90 days written notice to COUNTY. CITY'S obligations will only be terminated once COUNTY has accepted the PROJECT as restored to COUNTY Standards for maintenance. If COUNTY desires to terminate this Contract, COUNTY agrees to remove the PROJECT improvements and restore the entirety of the PROJECT including its streetscape at COUNTY'S cost and expense after 90 days written notice to CITY. COUNTY will make such improvements available to CITY at CITY'S cost.

IN WITNESS WHEREOF, this Contract has been executed by the duly authorized representatives of each party and shall be operative and in effect as to each party as of the date written below.

ST. LOUIS COUNTY, MISSOURI

CITY OF CHESTERFIELD

By: _____
County Executive

By: _____
Mayor

Attest: _____
Administrative Director

Attest: _____

Approved:

Approved as to Legal Form:

Director, Department of
Transportation and Public Works

City Attorney

Approved as to Legal Form:

County Counselor