

BILL NO. 3117

ORDINANCE NO. 2922

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK.

WHEREAS, the City of Chesterfield desires to reconstruct the Schoettler Road bridge over Creve Coeur Creek; and

WHEREAS, in order to construct the project as designed Missouri American Water Company must relocate existing water facilities, located in private easements, along Schoettler Road; and,

WHEREAS, in order to proceed with the project, the City needs to enter into a Contract For Water Facility Relocation with the Missouri American Water Company; and,

WHEREAS, the City Council of Chesterfield, Missouri, after careful consideration of the matter and thorough discussion with the City's attorney, desires to authorize the City Administrator of Chesterfield to enter into a Contract For Water Facility Relocation similar in form to that attached as Exhibit 1;

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 authorizes and directs the City Administrator to act on behalf of the City of Chesterfield to enter into an agreement with the Missouri American Water Company relative to the utility relocation for the reconstruction of the Schoettler Road Bridge over Creve Coeur Creek, in a form substantially similar to that attached hereto as Exhibit 1.

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

Passed and approved this 21st day of November, 2016

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 11/7/2016

CONTRACT FOR WATER FACILITY RELOCATION

THIS CONTRACT, entered into this ____ day of _____, 2016, by and between MISSOURI-AMERICAN WATER COMPANY, a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the CITY OF CHESTERFIELD, (690 Chesterfield Parkway W, Chesterfield, MO 63017), (hereinafter referred to as ("CITY")),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction, and/or improvement of Schoettler Road, in accordance with certain plans titled Schoettler Road Bridge Replacement Improvements on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of Schoettler Road, it will be necessary to relocate certain portions of COMPANY'S water facilities now located partly within CITY right-of-way and partly on the COMPANY'S private easement along (Schoettler Road), in the CITY, and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo 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 from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located partly within CITY right-of-way and partly within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.
2. The estimated cost (Exhibit "B") for this relocation is **\$54,807.73** It is agreed that CITY'S obligation toward the cost of this relocation shall be **89.29%** of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein and upon receipt of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **89.29%** of the estimated cost of the relocation as set forth in

Exhibit B, hereinafter referred to as "CITY'S PAYMENT". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the CITY's pro rata share of the actual costs exceeds CITY'S PAYMENT, the parties will enter into a supplement to this contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In the event the actual costs are less than CITY'S PAYMENT, the COMPANY will pay CITY its pro rata share of the difference between CITY'S PAYMENT and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.
4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the contract that directly result from such change of plans.
5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.
6. Upon completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave the affected public and private rights-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

Project Name: Schoettler Road Bridge Replacement
Project Manager: _

EXHIBIT 1

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
by their duly authorized officials.

ATTEST:

MISSOURI-AMERICAN WATER COMPANY

Secretary

(Title)

ATTEST:

CITY OF CHESTERFIELD, MISSOURI

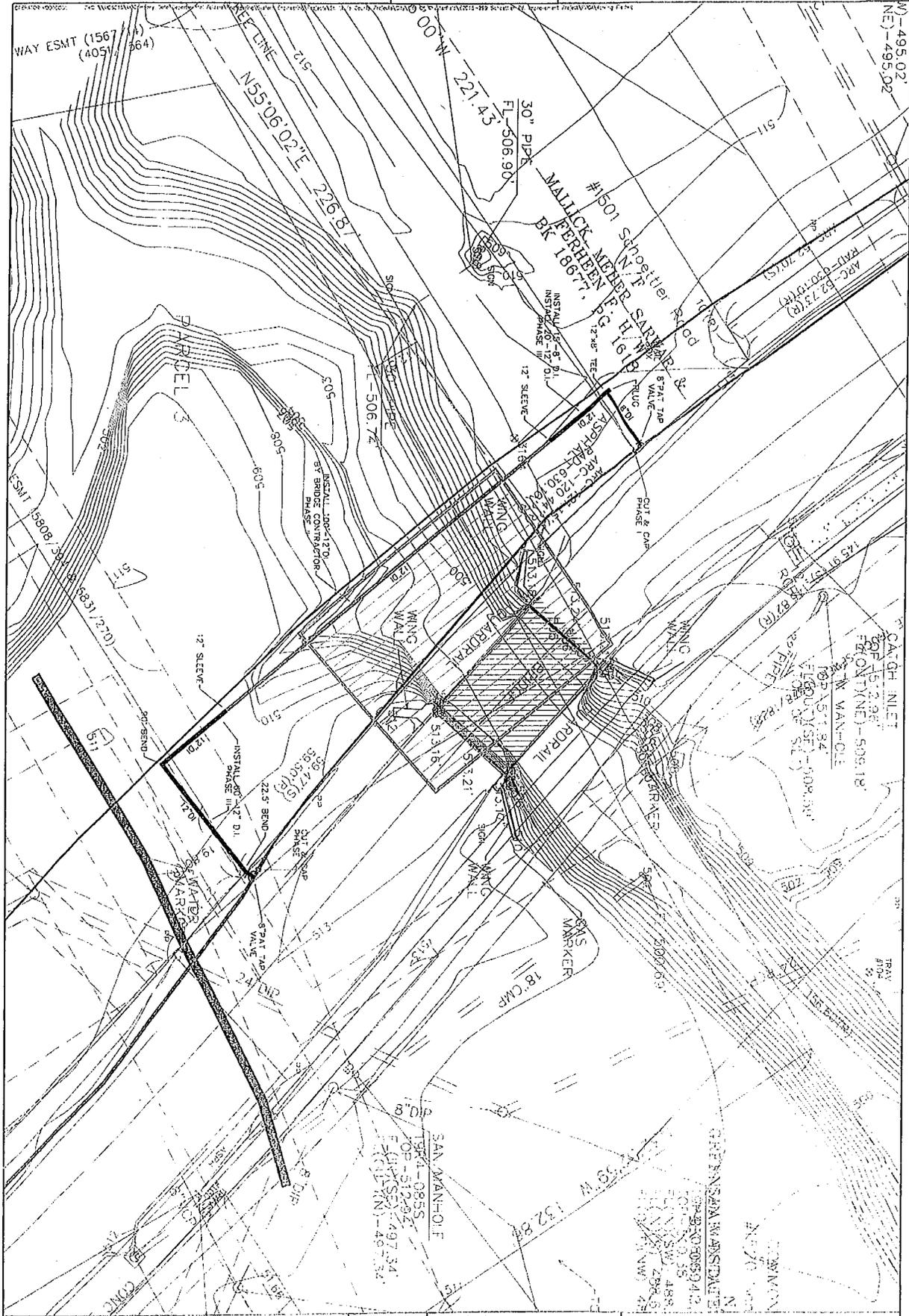
City Clerk

City Administrator

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT "A"



W) - 495.02
NE) - 495.02

ENG. JOB # 8011-013
 W.D. PROJECT # P-013
 DATE: 8/22/75
 DRAWN BY: [unclear]
 CHECKED BY: [unclear]
 APPROVED BY: [unclear]
 MAP # 43
 S-557 1 LF.



NO DATE YR REVISIONS

GREENSBORO MANHOLE
 1964-0855
 09-512892
 497.34
 (ELEVATION) - 487.34

**American Water Company
Engineering Estimate**

Project Description:

Relocate approx 200' of 8" DI main on Schoettler Rd. due to new bridge.

Created By: Daniel L Woodcock

Date: August 26, 2015

Labor: \$46,355.11

Material: \$8,452.62

Outside Contractor Work: \$0.00

Company Share of Costs: \$5,872.26

% costs allocation: 10.71%

Public Agency Dev.Share of Costs: \$48,935.47

% costs allocation: 89.29%

Total Cost of Project: \$54,807.73

American Water Company

	RETIRED: Footage Outside of R/W	125.0	Footage on Public R/W	15.0	
	INSTALLED: Footage Outside of R/W	0.0	Footage on Public R/W	200.0	
<hr/>					
	NET TOTAL CHARGES			\$54,807.73	
<hr/>					
	Total Installed Footage = Footage Outside of R/W + Footage on R/W			200.0	
	Net Total Charges divided by Total Installed Footage =			\$274.04 per ft.	
	Company share of cost =			10.71%	
		10.71%	X	\$54,807.73	=
				\$5,872.26	
	Public Agency Share of Costs =			89.29%	
		89.29%	X	\$54,807.73	=
				\$48,935.47	
<hr/>					
	Total Costs =			\$54,807.73	

Records supporting the actual cost of relocations will be available in our Accounting Department at our offices at 727 Craig Road, St. Louis, MO 63141.

If American Water Company, at its option, recovers material for reuse from the existing facilities, credit shall be allowed for the salvage of materials in accordance with the practice followed by the Company in this regard.

Reimbursement Percentage (per Agreement)	=	89.29%
Footage to Relocate, Reimbursable	=	125 ft.
Total Footage to Relocate	=	140 ft.
Footage Adjustment Factor	=	89.29%
Cost for Relocating with Same Size Main	=	\$54,807.73
Cost for Relocating with Actual Size Main	=	#N/A
Cost Adjustment Factor	=	100.00%
Adjusted Percent Reimbursable	=	89.29%
(Footage Factor X Cost Factor)	=	
Total Installed Pipe	=	200
Cost per Foot	=	\$274.04