

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 271-14

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** August 18, 2014

**Re:** Cost Apportionment Agreement with MHTC for Improvements to Clark Lane from Woodland Springs Court to McKee Street

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** Maps

## Executive Summary

Authorizing the City Manager to execute a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission (MHTC) for improvements to Clark Lane, from Woodland Springs Court to McKee Street.

## Discussion

The Clark Lane project, from Woodland Springs Court to McKee Street, involves widening the pavement five feet on both sides and narrowing the driving lanes in order to provide six-ft wide shoulders on both sides of Clark Lane, as shown on the attached diagram. The total project length is approximately 4,300 ft. These improvements will provide a safer path for non-motorized users; and the full-depth asphalt pavement will allow the shoulders to serve as future travel lanes, with a forthcoming project to improve Clark Lane to a complete street, with dedicated bicycle lanes and sidewalks. This stretch of Clark Lane is in MoDOT's jurisdiction; therefore, the improvements will be coordinated with MoDOT.

## Fiscal Impact

**Short-Term Impact:** The construction contract amount is \$1,146,097, with MoDOT funding \$366,483. The City's obligation is \$779,614, to be funded from ¼% capital improvement sales tax. Funds have already been appropriated to the project.

**Long-Term Impact:** None, this portion of Clark Lane is a MoDOT maintained route.

## Vision, Strategic & Comprehensive Plan Impact

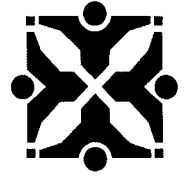
Vision Impact: Transportation

Strategic Plan Impact: Economic Development, Health, Safety and Wellbeing, Infrastructure

Comprehensive Plan Impact: Infrastructure, Mobility, Connectivity, and Accessibility, Livable & Sustainable Communities

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## Suggested Council Action

Authorize a Cost Apportionment Agreement with the MHTC for improvements to Clark Lane from Woodland Springs Court to McKee Street.

## Legislative History

02/17/14 (Ord 21982) - Bid call to construct roadway pavement improvements on Clark Lane, between Woodland Springs Court and McKee Street

01/21/14 (R258-13) - Public Hearing

11/06/13 - Interested Parties Meeting

10/07/13 (REP147-13) - Staff report to Council

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 271-14

**AN ORDINANCE**

authorizing a cost apportionment agreement with the Missouri Highways and Transportation Commission for roadway pavement improvements to Clark Lane between Woodland Springs Court to McKee Street; 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 cost apportionment agreement with the Missouri Highways and Transportation Commission for roadway pavement improvements to Clark Lane between Woodland Springs Court to McKee Street. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

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

Cost Apportionment Agreement  
Boone County, Route PP  
Job No.: J5P3010F  
City of Columbia

**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 Columbia (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route PP, locally known as Clark Lane, in Boone County as part of the State Highway System; and

WHEREAS, the parties desire the improvement of Route PP from just east of the Route 63 Connector to Ballenger Lane; and

WHEREAS, the City is willing to provide assistance in the design and construction 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 Commission in the cost of the City's public improvement for Route PP, in the County of Boone, designated as City Project No. 32-08-13.

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

*Route PP, from approximately 595.5 feet east of the Route 63 Connector proceed east 1.02 miles to a point approximately 981.2 feet west of the Ballenger Lane roundabout in the City of Columbia.*

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) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer 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.

(C) The Commission will reimburse the City 100% of the currently estimated cost on August 1, 2015.

(D) MoDOT Central District will be 100% responsible for any overruns pertaining specifically to the pay items in Exhibit B. Any underruns will be refunded to MoDOT Central District.

(6) 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 City and the Commission.

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

(8) 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.

(9) 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.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City 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 City.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(12) 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.

(13) 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 City.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the City 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 City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(15) 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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 is required or 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 prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); 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.

(20) 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 City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF COLUMBIA, MISSOURI**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Mike Matthes, City Manager

ATTEST: (Commission seal)

ATTEST: (Entity seal, if existing)

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is account 440-8800-528.49-90, C00571 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

\_\_\_\_\_  
John Blattel, Director of Finance

City Ordinance Number \_\_\_\_\_



EXHIBIT A  
PROJECT LOCATION



Project Limits

Route PP (Clark Lane)  
Cold-milling, asphalt resurfacing

**EXHIBIT B**  
**ESTIMATE COST BREAKDOWN**

**Project Name:** Clark Lane Improvements

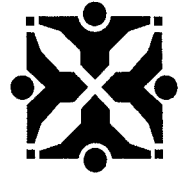
**MoDOT Job Number:** J5P3010F

**Description:** Pavement improvements from Ballenger Lane roundabout to Route 63 Connector

**Total Project Cost Estimate:**

Pay Items	Estimated Quantity	Bid Price	Current Estimate
1-1/2" SP095C (PG70-22)	23,808.5 sy	\$10.05/sy	\$239,275.43
Acrylic Waterborne Pavement Marking Paint (4 in. int. white line)	695 lin. ft.	\$0.05/lin. ft.	\$34.75
Acrylic Waterborne Pavement Marking Paint (4 in. solid white line)	3,680 lin. ft.	\$0.35/lin. ft.	\$1,288.00
Acrylic Waterborne Pavement Marking Paint (4 in. int. yellow line)	1,547 lin. ft.	\$0.05/lin. ft.	\$77.35
Acrylic Waterborne Pavement Marking Paint (4 in. sold yellow line)	11,258 lin. ft.	\$0.35/lin. ft.	\$3,940.30
Tack Coat	1,902 gal	\$3.00/gal	\$5,706.00
Type 2 Preformed Marking Tape, (Left/Right Arrow)	6 each	\$275.00 each	\$1,650.00
Type 2 Preformed Marking Tape, word (ONLY)	1 each	\$750.00 each	\$750.00
Type 2 Preformed Marking Tape, (24 in. white)	88 lin. ft.	\$47.50/lin. ft.	\$4,180.00
Cold Milling Less Than 3"	10,135.7 sy	\$2.00/sy	\$20,271.40
Modified Cold Milling (Depth Transition)	4,566.8 sy	\$6.10/sy	\$27,857.48
Traffic Control	-----	1 Lump Sum	\$11,200.00
Mobilization	-----	1 Lump Sum	\$41,600.00
Loop Detectors	6 each	\$1,442.00	\$8,652.00
<b>Total</b>			<b>\$366,482.71</b>

**How are overruns and underruns handled? MoDOT Central District will be 100% responsible for any overruns pertaining specifically to the pay items in Exhibit B. Any underruns will be refunded to MoDOT Central District.**



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps

