

CCO Form:
Approved: 11/14 (GJH)
Revised:
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
IMPROVEMENT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Columbia, Missouri (hereinafter, "City"), whose address is 701 E. Broadway, P.O. Box 6015, Columbia, Missouri, 65205.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Missouri Route 763 (hereinafter, "College Avenue") located within the City's limits in Boone County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation of traffic/pedestrian signals, and the installation and maintenance of a concrete median barrier and sidewalks within the City's limits.

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

(1) PROPOSAL: The City proposes and the Commission will allow the installation of traffic/pedestrian signals and the installation, including maintenance, of a concrete median barrier and sidewalks on Commission right of way as provided in this Agreement.

(2) LOCATION: The general location of the concrete median barrier, traffic/pedestrian signals and sidewalk improvements to be installed pursuant to this Agreement is College Avenue between Rollins Street and University Avenue in Columbia, Missouri. The project location is more specifically referenced on the plan title sheet attached hereto and incorporated by reference as Exhibit A.

(3) COSTS: All costs associated with the construction of the proposed concrete median barrier, traffic/pedestrian signals and sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission. The Commission, at its cost, shall supply electrical current to operate the signals.

(4) PLANS: The City shall have detailed plans prepared at no cost to the

Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement markings, signs and traffic/pedestrian signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of-way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information concerning the cables to the traffic signal cabinets, the pull boxes and conduits which are not located on Commission right of way.

(8) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The improvements constructed under this agreement will not be placed in operation until the Commission so authorizes.

(9) 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 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.

(10) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement, within the state-owned right-of-way, shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining the concrete median barrier and wrought iron fence from approximately Station 66+66.00 to station 78+09.00, and the sidewalks within the project limits, specifically from approximate Station 69+00.00 to Station 69+50.00 and from approximate Station 74+39.44 to Station 75+14.92, in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the concrete median barrier and wrought iron fence and sidewalks, within project limits, will be the responsibility of the City. Maintenance by the City of the concrete median barrier and wrought iron fence and sidewalks will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice. The removal of snow and ice is for sidewalks only and through methods approved by the Commission. All sidewalks shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the concrete median barrier and/or wrought iron fence or sidewalks in a safe condition, the Commission may cancel this Agreement and remove the concrete median barrier and wrought iron fence and/or sidewalks from Commission right of way or the Commission may maintain the concrete median barrier and wrought iron fence and/or sidewalks at the City's cost and expense.

(11) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvements. The City shall comply with any additional conditions placed on the permit by the Commission.

(12) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvements on Commission right-of-way.

(13) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction and the Missouri

Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(14) 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 representative of the City and the Commission.

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

(16) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) 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 the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(18) 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.

(19) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(20) 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.

(21) 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.

(22) 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.

(23) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(24) 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.

(25) 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.

(26) 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.

(27) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

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

By _____

By _____

Title _____

Title Mike Matthes
City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title Sheela Amin
City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

Title Nancy Thompson
City Counselor

Ordinance Number: _____

City of Columbia, Missouri

Department of Public Works

EXHIBIT 'A'



Engineering Surveys and Services
 Consulting Engineers, Scientists, and Land Surveyors
 Analytical and Material Laboratories
 1113 Poplar Street, Columbia, Missouri 65201
 573-449-2646 • www.ESS-luc.com
 Other Offices:
 Jefferson City, Missouri • St. Louis, Missouri
 Missouri Engineering Corporation # 200400018

Structural Engineer
EFK Moen, LLC
 13523 Barrett Parkway Dr., Suite 250
 St. Louis, MO 63021 (314) 394-3152

**COLLEGE AVENUE SAFETY
 ENHANCEMENT PROJECT**
 FEDERAL I.D. NO. STP 2100(522)
 MISSOURI ROUTE 763 FROM
 ROLLINS STREET TO UNIVERSITY AVENUE
 COLUMBIA, MISSOURI

**THIS MEDIA SHOULD NOT
 BE CONSIDERED A
 CERTIFIED DOCUMENT
 PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING, RECORDING, OR
 PERMIT REVIEW PURPOSES**

BENJAMIN A. ROSS
 REGISTERED PROFESSIONAL
 ENGINEER E-30054

Date
OCTOBER 2, 2014

Revised

Design: BAR Drawn: RTM

COVER
 Sheet

C0.01

ES&S PROJECT NO. 12398

GENERAL NOTES

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH "CITY OF COLUMBIA STREET AND STORM SEWER SPECIFICATIONS AND STANDARDS" (CURRENT EDITION).
- KNOWN UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS. OTHER UTILITIES MAY EXIST. A UTILITY LOCATE MUST BE COMPLETED BEFORE ANY EXCAVATION.
- ALL REMOVAL OF DRIVEWAY PAVEMENTS SHOULD BE VERIFIED BY FIELD ENGINEER.
- ALL EXCAVATION TO BE IN ACCORDANCE WITH SECTIONS 319.010-319.050, REVISED STATUTES OF THE STATE OF MISSOURI. SUCH COMPLIANCE SHALL NOT, HOWEVER, EXCUSE ANY PERSON MAKING ANY EXCAVATION FROM DOING SO IN A CAREFUL AND PRUDENT MANNER, NOR SHALL IT EXCUSE SUCH PERSON FROM LIABILITY FOR ANY DAMAGE OR INJURY TO UNDERGROUND UTILITIES RESULTING FROM THE EXCAVATION.
- ALL DISTURBED EARTH AREAS SHALL BE RESTORED AS PER TS-10 SEEDING AND TS-5 EROSION CONTROL.
- REMOVE ALL PAVEMENT SURFACES, INLETS, PIPES AND SIDEWALKS WITHIN THE CONSTRUCTION LIMITS AS PER TS-3, EXCEPT THOSE NOTED TO REMAIN. THE FIELD INSPECTOR SHALL VERIFY REMOVAL OF ALL DRIVEWAY PAVEMENT.

BENCH MARK

- BM - USCS BRASS PLATE, STAMPED "UNIVERSITY OF MISSOURI" - 1935, IN CONCRETE POST LOCATED AT SOUTH SIDE OF CIRCLE DRIVE WHICH IS NORTH OF THE COLUMNS. (DUE TO CONSTRUCTION IN THIS AREA IN 2005, THIS BENCH MARK HAS BEEN MOVED.) ELEVATION = 735.12
- BM - NGS BRASS PLATE STAMPED "UNIVERSITY OF MISSOURI RESET, 2005" IN A CONCRETE HEADWALL FOR A SPOTLIGHT LOCATED 30 FEET SOUTHWEST OF THE WEST COLUMN IN THE FRANCIS QUADRANGLE. ELEVATION = 743.60
- TBM - CHISELED SQUARE ON THE WEST SIDE OF THE SIGNAL POLE BASE LOCATED ON THE NORTHEAST CORNER OF COLLEGE AVENUE AND ROLLINS STREET. ELEVATION = 762.18
- TBM - CHISELED "+" ON EAST BOLT OF FIRE HYDRANT LOCATED 35 FEET WEST OF THE NORTHWEST CORNER OF 704 COLLEGE AVENUE. ELEVATION = 778.87
- TBM - CHISELED SQUARE IN THE EAST SIDE OF LIGHT STANDARD BASE LOCATED 41 FEET SOUTH OF UNIVERSITY AVENUE AND 53' WEST OF COLLEGE AVENUE. ELEVATION = 778.18

SURVEY CONTROL POINTS

POINT #	NORTH	EAST	ELEVATION	DESCRIPTION
CP175	1133066.90	1690997.99	783.53	DRILL HOLE
CP190	1132712.39	1690993.51	781.71	DRILL HOLE
CP1216	1132480.49	1691060.80	773.62	DRILL HOLE
CP2013	1133392.62	1691077.73	780.71	DRILL HOLE
CP2251	1131939.95	1690987.08	761.23	DRILL HOLE
CP2252	1132018.79	1690971.22	761.11	MAG NAIL
CP2495	1131926.82	1691077.95	761.90	DRILL HOLE
CP2579	1131992.28	1691076.73	761.66	DRILL HOLE

SHEET INDEX

CIVIL	COVER
C0.01	ROAD PLANS
C1.01-C1.04	CROSSWALK DETAIL PLAN
C1.05	EROSION CONTROL AND PAVEMENT MARKING PLAN
C2.01-C2.04	TEMPORARY TRAFFIC CONTROL PLAN
C3.01-C3.08	DETAILS
C4.01-C4.02	
LANDSCAPE	LANDSCAPE PLAN
L1.01-L1.02	LANDSCAPE DETAILS
L5.01	AESTHETIC DETAILS
L5.02	
TRAFFIC	TRAFFIC SIGNAL PLAN
T1.01-T1.02	SIGNAL INTERCONNECT
T1.03	SIGNAL EQUIPMENT
T2.01	CABLE & CONDUIT
T2.02	CABINET EQUIPMENT
T2.03	WRING DIAGRAM
T2.04-T2.05	PAID MOUNTED POWER SUPPLY
T3.01-T3.03	
STRUCTURAL	MEDIAN DETAILS
S1.01	COLUMN DETAILS
S1.02	FENCE DETAILS
S1.03	

APPROVED BY

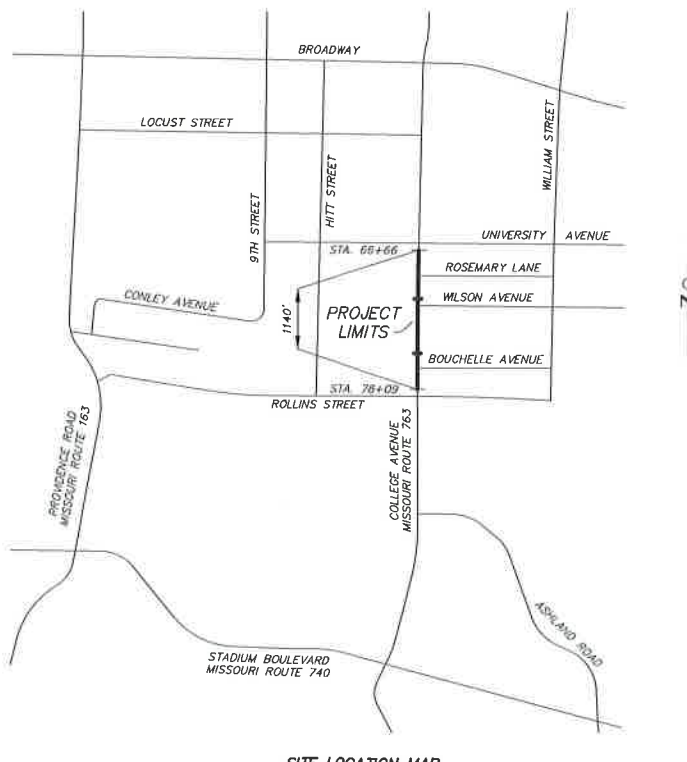
DIRECTOR OF PUBLIC WORKS

DATE



COLLEGE AVENUE SAFETY ENHANCEMENT PROJECT

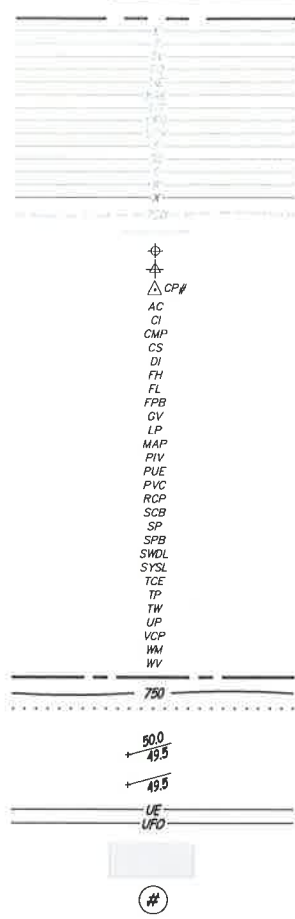
FEDERAL I.D. NO. STP 2100(522) MISSOURI ROUTE 763 FROM ROLLINS STREET TO UNIVERSITY AVENUE COLUMBIA, MISSOURI



SITE LOCATION MAP

NOT TO SCALE

LEGEND



- PROPERTY LINE
- ELECTRIC LINE
- TELEPHONE LINE
- TELEVISION LINE
- FIBER OPTIC LINE
- UNDERGROUND ELECTRIC LINE
- HIGH VOLTAGE ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TELEVISION LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- GAS LINE
- WATER LINE
- FENCE
- EXISTING CONTOUR
- ANCHOR
- IRON
- R/W MARKER
- CONTROL POINT
- ASBESTOS CEMENT PIPE
- CAST IRON PIPE
- CORRUGATED METAL PIPE
- COATED STEEL
- DUCTILE IRON PIPE
- FIRE HYDRANT
- FLOW LINE
- FIBER OPTIC PULLBOX
- GAS VALVE
- LIGHT POLE
- METAL ARCH PIPE
- POST INDICATOR VALVE
- PERMANENT UTILITY EASEMENT
- POLYVINYL CHLORIDE PIPE
- REINFORCED CONCRETE PIPE
- SIGNAL CONTROL BOX
- SIGNAL POLE
- SIGNAL PULLBOX
- SINGLE WHITE DASHED LINE
- SINGLE YELLOW SOLID LINE
- TEMPORARY CONSTRUCTION EASEMENT
- TELEPHONE PEDESTAL
- TOP OF WALL
- UTILITY POLE
- VITRIFIED CLAY PIPE
- WATER METER
- WATER VALVE
- SILT FENCE
- FINISH CONTOUR
- SLOPE LINE/GRADING LIMITS
- TOP OF CURB ELEVATION
- TOP OF PAVEMENT ELEVATION
- FINISH GRADE ELEVATION
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND FIBER OPTIC
- CONCRETE PAVEMENT
- PARCEL ID NUMBER

UTILITY NOTES

THE LOCATIONS, SIZES, AND MATERIAL TYPES OF UNDERGROUND UTILITIES INDICATED ON THIS PLAN, NOT VISIBLE OR APPARENT FROM THE SURFACE, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FROM A MISSOURI ONE CALL SYSTEM LOCATE, OR UTILITY COMPANY RECORDS AND WERE NOT VERIFIED IN THE FIELD. UNDERGROUND TO ELECTRIC NOT SHOWN. IRRIGATION LINES NOT SHOWN.

- WATER**
 CITY OF COLUMBIA WATER & LIGHT DEPARTMENT
 P.O. BOX 6015
 COLUMBIA, MISSOURI 65205
 CONTACT: JOE STRODTMAN 573-874-6308
 8" PVC LINE ALONG NORTH SIDE UNIVERSITY AVENUE WEST OF COLLEGE AVENUE
 16" AC LINE ALONG NORTH SIDE UNIVERSITY AVENUE EAST OF COLLEGE AVENUE
 4" CI LINE ALONG SOUTH SIDE UNIVERSITY AVENUE EAST OF COLLEGE AVENUE
 16" CI LINE ALONG EAST SIDE COLLEGE AVENUE NORTH OF BOUCHELLE AVENUE
 16" PVC LINE ALONG EAST SIDE COLLEGE AVENUE SOUTH OF BOUCHELLE AVENUE
 4" CI LINE ALONG NORTH SIDE ROSEMARY LANE
 6" PVC LINE ALONG NORTH SIDE ROSEMARY LANE
 8" PVC LINE ALONG SOUTH SIDE WILSON AVENUE
 8" PVC LINE ALONG SOUTH SIDE BOUCHELLE AVENUE
- ELECTRIC**
 CITY OF COLUMBIA WATER & LIGHT DEPARTMENT
 P.O. BOX 6015
 COLUMBIA, MISSOURI 65205
 CONTACT: DAN CLARK 573-874-7738
 AS SHOWN
- GAS**
 AMEREN MISSOURI
 2001 MAGUIRE BOULEVARD
 COLUMBIA, MISSOURI 65201
 CONTACT: BRUCE DARR 573-876-3030
 2" PLASTIC ALONG SOUTH SIDE UNIVERSITY AVENUE WEST OF COLLEGE AVENUE
 4" PLASTIC ALONG NORTH SIDE UNIVERSITY AVENUE EAST OF COLLEGE AVENUE
 6" PLASTIC ALONG WEST SIDE COLLEGE AVENUE
 2" PLASTIC ALONG SOUTH SIDE ROSEMARY LANE
 2" PLASTIC ALONG SOUTH SIDE WILSON AVENUE
 2" PLASTIC ALONG NORTH SIDE BOUCHELLE AVENUE
 2" PLASTIC ALONG EAST SIDE COLLEGE AVENUE SOUTH OF WILSON AVENUE AND NORTH OF BOUCHELLE AVENUE
 6" CI ALONG WEST SIDE COLLEGE AVENUE (ABANDONED)
- TELEPHONE**
 CENTURYLINK
 829 E. CHERRY STREET
 COLUMBIA, MISSOURI 65201
 CONTACT: TIM DISHMAN 573-886-3505
 AS SHOWN
- TELEVISION**
 MEDACOM
 901 N. COLLEGE AVENUE
 COLUMBIA, MISSOURI 65201
 CONTACT: BOB BOWEN 573-443-1536
 AS SHOWN
- SANITARY SEWER**
 CITY OF COLUMBIA PUBLIC WORKS DEPARTMENT
 P.O. BOX 6015
 COLUMBIA, MISSOURI 65205
 CONTACT: STEVE HUNT 573-874-7250
 AS SHOWN
- STORM SEWER**
 CITY OF COLUMBIA PUBLIC WORKS DEPARTMENT
 P.O. BOX 6015
 COLUMBIA, MISSOURI 65205
 CONTACT: TOM WELLMAN 573-874-7250
 AS SHOWN
- MoDOT**
 MoDOT - DISTRICT 5
 P.O. BOX 718
 1511 MISSOURI BLVD.
 JEFFERSON CITY, MISSOURI 65102
 CONTACT: MIKE SCHUPP 860-882-3197
 STORM SEWERS ALONG COLLEGE AVENUE
 UE TO TRAFFIC SIGNALS ALONG COLLEGE AVENUE
- UNIVERSITY OF MISSOURI**
 ENERGY MANAGEMENT OFFICE
 417 SOUTH FIFTH STREET
 COLUMBIA, MISSOURI 65211
 CONTACT: 573-882-3094
 ELECTRIC, STEAM, AND WATER AS SHOWN
- TELECOMMUNICATIONS**
 172 GENERAL SERVICES BUILDING
 COLUMBIA, MISSOURI 65211
 CONTACT: MIKE ANDERSON 573-884-6703
 UNDERGROUND FIBER OPTIC ALONG EAST SIDE OF COLLEGE AVENUE

