

III.D.

Memorandum

Department of Planning, Public Works & Parks

To: Michael Herring, CA
From: Mike Geisel, ^{me}DPPW & P
Date: 7/16/2012
Re: Supplemental Enhancement Agreement – MoDOT Route 141



In January of 2010, the City entered into an enhancement agreement with the Missouri Department of Transportation related to aesthetic improvements that would ultimately be integrated into the construction of New Route 141. Subsequently, at the direction of City Council, staff also began design of landscape enhancements for the corridor. On March 5, 2012, City Council approved funding for the landscape plans at Route 141 and Ladue Road as well as at Route 141 and Olive Boulevard. We have, since that time, finalized plans and estimates with the MoDOT contractors and MoDOT has prepared a supplemental agreement which incorporates the construction and maintenance of the proposed landscaping improvements along the Route 141 Corridor.

City Attorney Rob Heggie has reviewed the attached supplemental agreement and finds it acceptable. As such, I recommend and request that the supplemental agreement and enabling ordinance be forwarded to the Planning and Public Works Committee for review and a favorable recommendation subsequently be forwarded to City Council.

To be clear, there is no additional funding or appropriation associated with this supplemental agreement. Funding for the landscaping improvements was identified and authorized in May of this year. This agreement merely allows MoDOT to move forward with the construction of the improvements, commits the City to maintain said improvements, and confirms to MoDOT the prior funding commitment.

If you have any questions or require additional information, please advise.

Attachments

Cc Brian Whittle, Finance Director
Tom McCarthy, Parks and Recreation Director

*oh id
JMK
7/16/12*

CCO Form:
Approved: 06/12 (BDG)
Revised:
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL ENHANCEMENT AGREEMENT**

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the City of Chesterfield, Missouri (hereinafter, "City") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the parties previously have entered into an **Enhancement Agreement** (hereinafter, "Original Agreement") which was executed by the City on January 22, 2010 and by the Commission on February 1, 2010 in which the City requested that the Commission include certain therein identified enhancements to Route 141 as part of the Commission's Job J6U0807 and whereby the City agreed to pay for the cost of those improvements; and

WHEREAS, the City has requested that additional improvements be added to Commission Job J6U0807 and the Commission is willing to include those additional improvements to Job J6U0807 subject to the terms and conditions of this Agreement.

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

(1) ADDITIONAL ENHANCEMENTS: The Commission will include the following described additional enhancements in the project scope for Commission Job J6U0807:

Additional landscaping at the Route 141 interchanges at Route 340 and Route AB including the placement of irrigation lines to various locations as shown on the attached documents and plans marked "Exhibit A1" and incorporated herein by reference.

(2) FINANCIAL RESPONSIBILITIES FOR ADDITIONAL ENHANCEMENTS: With regard to the enhancements to be completed pursuant to this First Supplemental Agreement, the City and the Commission agree that the City shall be responsible for one hundred percent (100%) of the actual costs up to a maximum of two hundred eighty thousand dollars (\$280,000) for making/constructing the improvements described in paragraph (1), above. If the construction costs are expected to exceed two hundred eighty thousand dollars (\$280,000) the Commission will make the necessary underruns to the additional enhancements to keep the cost under two hundred eighty thousand dollars (\$280,000). These costs include preliminary engineering, construction, and inspection. The current estimate of the City's responsibility is two hundred seventy

thousand eight hundred ten dollars and seventy-six cents (\$270,810.76), as shown in the attached "Exhibit B1", which is made a part of this Agreement. The City shall remit a check in the amount of two hundred seventy thousand eight hundred ten dollars and seventy-six cents (\$270,810.76) within 30 days of the final execution of this agreement. This check should be made payable to "Missouri Highways and Transportation Commission-Local Fund". If the City fails to make the deposit, the Commission is under no obligation to continue with including the additional enhancements in Commission Job J6U0807. In the event the Commission's actual cost for the improvements is less than the deposit provided herein, the Commission will refund the excess funding to the City as provided in the terms of the Original Agreement.

(3) MAINTENANCE: The City shall be responsible for maintaining the above described enhancements and shall be responsible for the cost of the water supplied to the areas of irrigation. All maintenance shall be in accordance with the Commission's maintenance standards. Prior to undertaking any maintenance activity on Commission right of way, the City shall obtain a permit from the Commission to accomplish said maintenance. In the event the City fails to maintain the above described enhancements, the Commission may remove the enhancements and the City shall reimburse the Commission to the cost of removal. The Commission may remove said additional improvements from its right of way at any time if the Commission, in its sole discretion, determines the removal is in the best interests of the state highway system. Should the Commission make any future revisions to Commission-owned right of way in which the additional landscaping and/or irrigation systems are impacted, it shall be the City's responsibility and at the City's cost to remove or relocate any such landscaping and/or irrigation system.

(4) ORIGINAL AGREEMENT: Except as amended, modified, or supplemented by this *First Supplemental Agreement*, the terms and conditions of the Original Agreement between the parties shall remain in full force and effect and the unaltered provisions of the Original Agreement shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental 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 CHESTERFIELD, MISSOURI

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No. _____



Transmittal

501 North Broadway
Suite 100
St. Louis, Missouri 63102 USA
1.314.335.4000 Fax 1.314.335.5130

Date	March 15, 2011	From	Randall M. Perkinson, P.E. Project Manager
Attention	Thomas Montes-de-Oca Project Manager	Project	Rte. 141 Improvements – Olive to I-64
Firm Name	Missouri Department of Transportation	Project No.	MoDOT J6U0807 Jacobs C1X22400
		File	C1X22400 – 521

Copies to Susan Mueller – City of Chesterfield

At the request of the City of Chesterfield I am forwarding to you modifications to the landscaping plans and the additional irrigation plans that the City asked us to develop. We are including one 11x17 hardcopy of the plans and a disk containing the CADD, PDF, Excel, and Word files.

The following information is included:

- Addendum 16 to the J6U0807 Route 141 plans for sheets 446, 447, 452, 453, 464, 467, 468, 469, 472, and 476 (PDF and Microstation CADD files)
- Modification of Page-Olive Connector plan sheet LS301 which we understand is now being completed as part of J6U0807 due to an agreement between MoDOT and STL County. (PDF and Microstation CADD files)
- New sheets IRR01, IRR02, and IRR03 Landscape Irrigation Plans developed for the City of Chesterfield (PDF and AutoCAD files)
- The cost estimate prepared for the City of Chesterfield (Excel file)
- The specification for "Planting Irrigation" prepared for the City of Chesterfield. (Word file)

Please let me know if you have any questions about these items.

Sincerely,

Randall M. Perkinson, P.E., F. ASCE
Senior Project Manager | Transportation Infrastructure

Enclosures

Enclosures/Attachments		Action Requested	
<input type="checkbox"/> Letter	<input type="checkbox"/> Sample	<input type="checkbox"/> Resubmit	<input type="checkbox"/> For Your Approval
<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Clarification Drawings	<input type="checkbox"/> For Your Review	<input type="checkbox"/> Reply ASAP
<input type="checkbox"/> Sketch	<input type="checkbox"/> Print	<input type="checkbox"/> Information Only	<input type="checkbox"/> For Your Signature
<input type="checkbox"/> Modification Drawings	<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Your Information and File	
<input checked="" type="checkbox"/> Other <u>Electronic Files on DVD and Plans</u>		<input type="checkbox"/> Please Comment	
		<input checked="" type="checkbox"/> Other <u>For your use</u>	

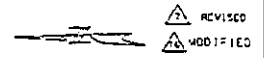
Jacobs Engineering Group Inc.

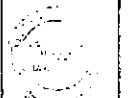
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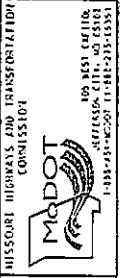
Exhibit A1
Sheet 1 of 15
Route 141
St. Louis County
Project 6U0807

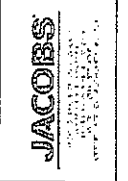
Exhibit A1 Sheet 3 of 15

- GENERAL NOTES:
1. FOR ALL PLANTING QUANTITIES ON THIS DRAWING, REF. LS24.
 2. UTILIZE WILDLOWER MIX 27 FROM PROPOSED ROAD SHOULDER TO 20'-0" THEREAFTER UTILIZE WILDLOWER SEED MIX B TO EXISTING SEEDING.
 3. UTILIZE TYPE 1 EROSION CONTROL BLANKET AT ALL SLOPED SEEDING LOCATIONS.
 4. LIMITS OF LANDSCAPING ARE DERIVED FROM LIMITS OF DISTURBANCES.
 5. THIS DRAWING IS FOR FIELD LAYOUT AND CONDITION PURPOSES ONLY.
 6. REFERENCE VERTICAL ALIGNMENT DRAWINGS FOR ROAD STATION ELEVATIONS.

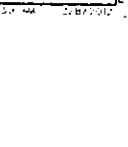

 REVISED
 MODIFIED

 DATE APPROVED 3/8/2012	
COUNTY ST. LOUIS	STATE MD
PROJECT NO. LS02	DRAWING NO. LS02007
PROJECT NAME 	
CONTRACT NO. 	


 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION


 M&D CONSULTANTS


 JACOBS


 DATE APPROVED
3/8/2012

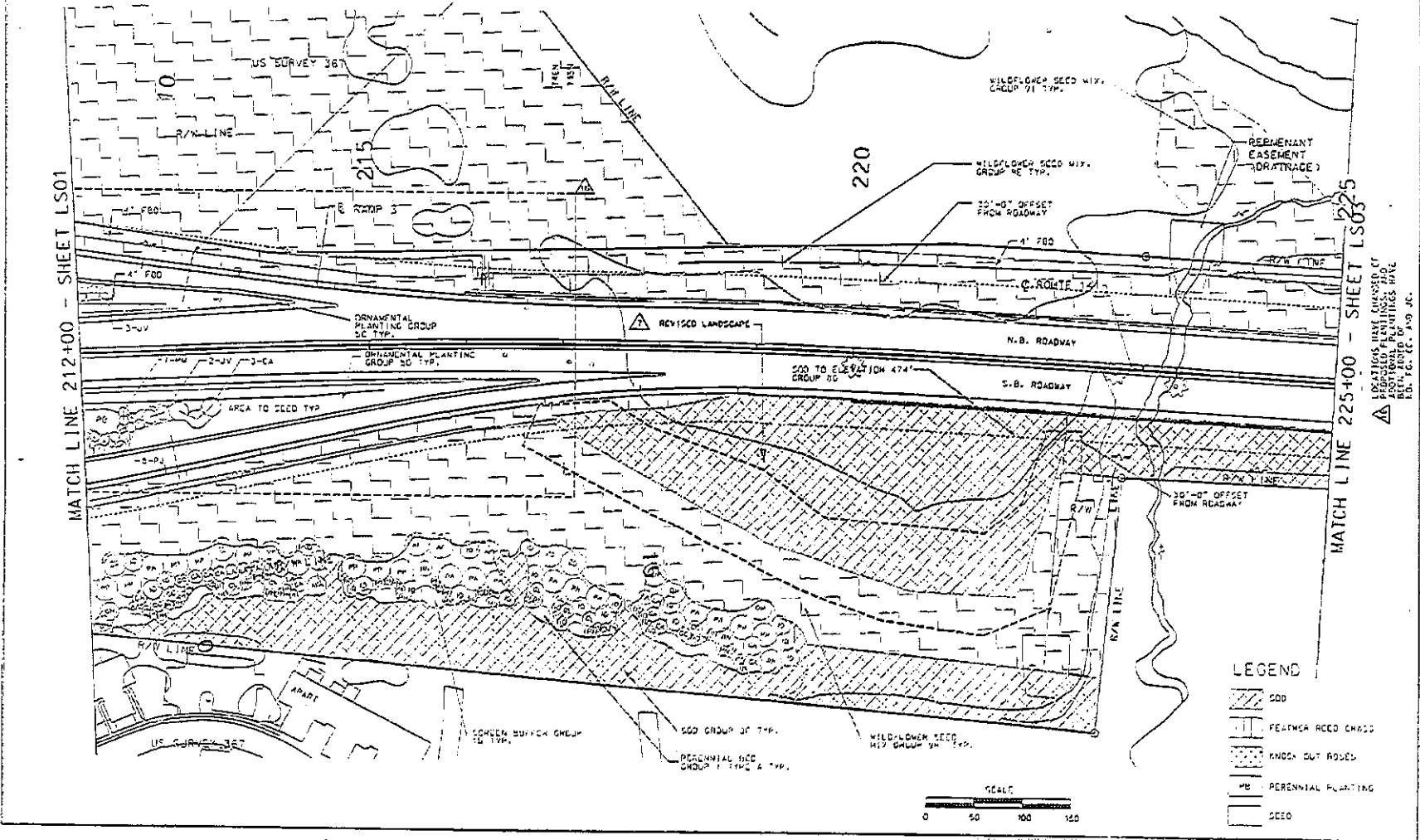
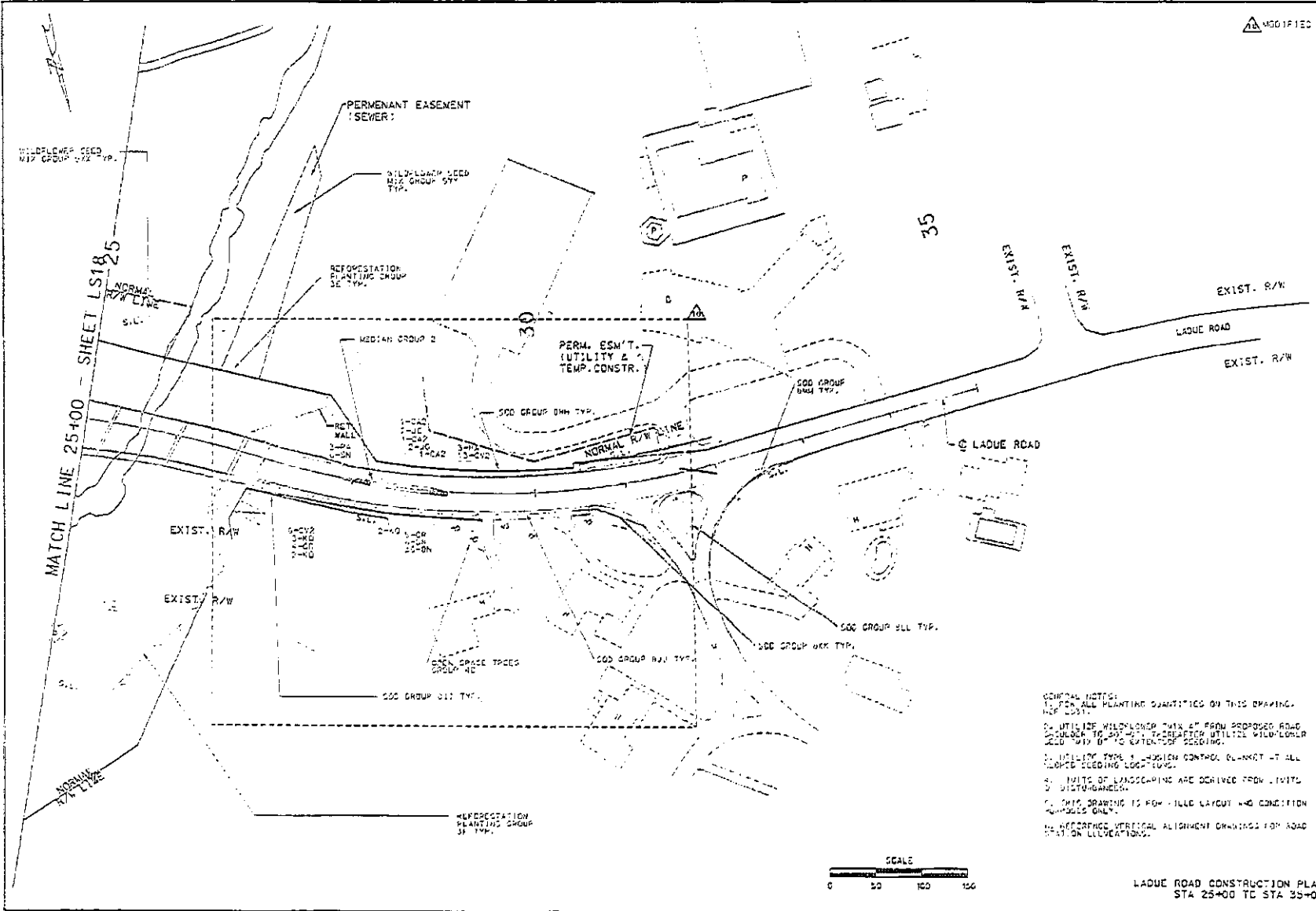
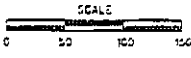


Exhibit A1
Sheet 6 of 15



- GENERAL NOTES:
1. FOR ALL PLANTING QUANTITIES ON THIS DRAWING, SEE LIST.
 2. UTILITIES WILL FOLLOW 2' MIN. FROM PROPOSED ROAD CENTERLINE TO 20' MIN. FROM EXISTING UTILITIES. WILD-CORNER SHALL BE 10' TO EXISTING ROADWAY.
 3. UTILITIES TYPE 2 - DESIGN CONTROL ELEMENT AT ALL EXISTING SEEDING LOCATIONS.
 4. QUANTITIES OF LANDSCAPING ARE DERIVED FROM EXISTING DISTURBANCES.
 5. THIS DRAWING IS FOR FIELD LAYOUT AND CONSTRUCTION PURPOSES ONLY.
 6. REFER TO VERTICAL ALIGNMENT DRAWINGS FOR ROAD STATION CORRELATIONS.

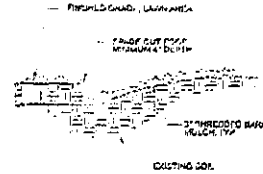


LADUE ROAD CONSTRUCTION PLAN
STA 25+00 TO STA 35+00

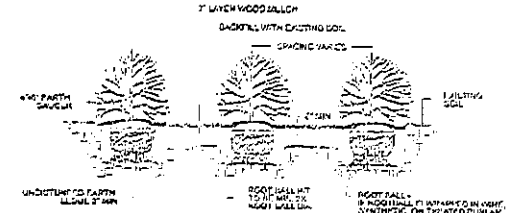
MODIFIED

MISSOURI DEPARTMENT OF TRANSPORTATION COMMISSION	
DATE: _____ DESCRIPTION: _____	
PROJECT NO.: J6U08C7 SHEET NO.: 6 OF 15 CONTRACT NO.: ST. LOUIS DATE: 05-MAR-2012 DRAWN BY: MO CHECKED BY: MO	
JACOBS ENGINEERING GROUP 1111 W. WASHINGTON ST. SUITE 200 ST. LOUIS, MO 63101	

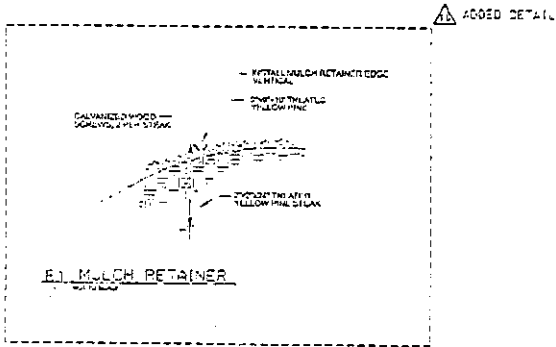
MODIFIED



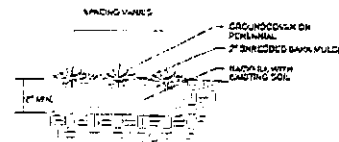
03 BED EDGE



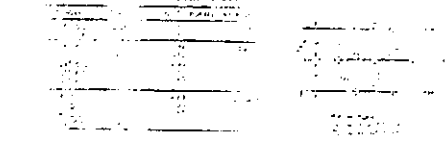
02 SHRUB PLANTING



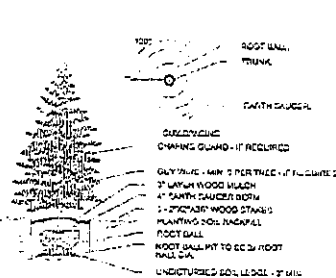
01 MULCH RETAINER



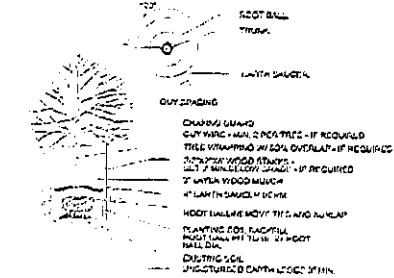
03 GROUND COVER PLANTING



04 PLANT SPACING CALCULATION



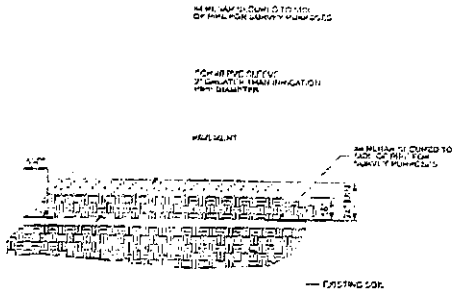
05 CONIFEROUS TREE PLANTING



06 DECIDUOUS TREE PLANTING

TREE PLANTING NOTES:

1. IN STEP 1, ALL WIRE SHALL BE USED, AS LONG AS THE GROWING MEDIUM.
2. REMOVE ALL WIRE, SYNTHETIC AND PERENNIAL FROM ROOT BALLS IN ORDER TO UNDISTURBED SET OUT PLANTS.
3. CHECK ALL ROOT BALLS WHILE REMOVING SURPLUS TO LEAST ROOT BALL DISTANCE.
4. PLACE TRUNK (2) WHITE FLAG MARK ON ALL GUY WIRE (SIZES).
5. REMOVE ONLY DEAD OR DAMAGED BRANCHES.
6. ALL TRUNK ISLANDS THAT ARE TO BE PLANTED OR PLANTED IN THE FUTURE SHALL BE COVERED WITH MULCH. MULCH SHALL BE PLACED IN THE FUTURE PLANTING LOCATIONS.
7. APPLICATION OF MULCH SHALL BE CALLED AT SCHEDULED IN THIS DOCUMENT TO RELEASE MULCH TO GUY WIRE FOR APPLICATION PURPOSES.
8. ALL TRUNKS FIVE FEET INCH IN CALIPER SHALL HAVE WOOD STAKE GUY WIRE.
9. IN ANY CASE THAT DOES NOT HAVE TRUNK TREATMENT BY PART 10, THE WIRE SHALL BE PLACED IN THE TRUNK TO PREVENT ROTTING OF WIRE PLANT.
10. ALL TREES AND SHRUBS SHALL HAVE WOOD MULCH RING PLACED AROUND THE PLANT GRABBER TO THE PLANT BALL OR FULL.
11. ALL PLANTS SHALL BE PLANTED WITH VERTICAL AND PLANT TRUNKS.



04 IRRIGATION SLEEVE

05-MAR-2012
147 MD
6 LS23
ST. LOUIS
JG10807
CONTROL TO:
PROJECT NO:
SHEET NO:
DESCRIPTION:
DATE:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MO DOT
108 WEST CAPITOL
ST. LOUIS, MO 63102
1-816-224-2200
1-816-224-2201
JACOBS
10000 Laclede Avenue
St. Louis, MO 63114
314-433-2200
314-433-2201

Exhibit A1
Sheet 11 of 15

Route 141 - Planting Schedule: SHEET LS17

Plant Quantities per Sheet and Planting Group							
SYM.	SCIENTIFIC NAME	COMMON NAME	CONTAINER	SIZE	GROUP 01A	GROUP 01B	TOTALS
	Perennial Grasses (Group 2)		3x6x3 Mix A	44 1/2x26x26	0.04	0.00	0.1
	Wildflowers and Perennial Grasses (Group 3)		3x6x3 Mix B	7x16x26x26	0.21	0.0	0.61

REVISOR

PLANTING SCHEDULE DETAIL

Route 141 - Planting Schedule: SHEET LS18

Plant Quantities per Sheet and Planting Group											
SYM.	SCIENTIFIC NAME	COMMON NAME	CONTAINER	SIZE	GROUP 3C	GROUP 3D	GROUP 4K	GROUP 11T	GROUP 8GG	GROUP 9AW	TOTALS
Deciduous Trees											
AK	<i>Acer rubrum</i>	Red Maple	16x8	2" cal							3
UC	<i>Cornus canadensis</i>	American Hornsucker	16x8	1-1/2" cal	2	10					12
CA	<i>Lonicera canadensis</i> 'Aloha'	Eastern Honeysuckle	16x8	1-1/2" cal							4
CC	<i>Gratiola crugifolia</i>	Cockspur Hawthorn	16x8	2" cal							2
QT	<i>Quercus macrocarpa</i> / <i>var. prinus</i> 'Stidhamianus'	Thompson Honey Locust	16x8	2" cal							3
QM	<i>Quercus macrocarpa</i>	Burr Oak	16x8	2" cal	18	5					23
QP	<i>Quercus prinus</i>	Willow Oak	16x8	2" cal	24	10					34
QR	<i>Quercus rubra</i>	Red Oak	16x8	1-1/2" cal			2				2
TD	<i>Taxodium distichum</i>	Swamp Cypress	16x8	2" cal	137	20					157
TA	<i>Tilia americana</i>	American Linden	16x8	2" cal	24	5					29
Wildflowers and Perennial Grasses (Group 9)											
	3x6x3 Mix B			7x16x26x26	1.57	0.23				0.7	2.5
Seed Grass (Group 0)											
	Mulchgrass			10x10x10	100	100					200
Mulch Ground Cover											
	Embossed Bark Mulch			20x26x26	20.26	3.80	0.77	700	100		1092.83

PLANTING SCHEDULE DETAIL

Route 141 - Planting Schedule: SHEET LS19

Plant Quantities per Sheet and Planting Group																											
SYM.	SCIENTIFIC NAME	COMMON NAME	CONTAINER	SIZE	GROUP 01E	GROUP 01F	GROUP 01G	GROUP 01H	GROUP 01I	GROUP 01J	GROUP 01K	GROUP 01L	GROUP 01M	GROUP 01N	GROUP 01O	GROUP 01P	GROUP 01Q	GROUP 01R	GROUP 01S	GROUP 01T	GROUP 01U	GROUP 01V	GROUP 01W	GROUP 01X	GROUP 01Y	GROUP 01Z	TOTALS
Deciduous Trees																											
AK	<i>Acer rubrum</i>	Red Maple	16x8	2" cal																							3
UC	<i>Cornus canadensis</i>	American Hornsucker	16x8	1-1/2" cal	2	10																					12
CA	<i>Lonicera canadensis</i> 'Aloha'	Eastern Honeysuckle	16x8	1-1/2" cal																							4
CC	<i>Gratiola crugifolia</i>	Cockspur Hawthorn	16x8	2" cal																							2
QT	<i>Quercus macrocarpa</i> / <i>var. prinus</i> 'Stidhamianus'	Thompson Honey Locust	16x8	2" cal																							3
QM	<i>Quercus macrocarpa</i>	Burr Oak	16x8	2" cal	18	5																					23
QP	<i>Quercus prinus</i>	Willow Oak	16x8	2" cal	24	10																					34
QR	<i>Quercus rubra</i>	Red Oak	16x8	1-1/2" cal					2																		2
TD	<i>Taxodium distichum</i>	Swamp Cypress	16x8	2" cal	137	20																					157
TA	<i>Tilia americana</i>	American Linden	16x8	2" cal	24	5																					29
Wildflowers and Perennial Grasses (Group 9)																											
	3x6x3 Mix B			7x16x26x26	1.57	0.23																					2.5
Seed Grass (Group 0)																											
	Mulchgrass			10x10x10	100	100																					200
Mulch Ground Cover																											
	Embossed Bark Mulch			20x26x26	20.26	3.80	0.77	700	100																		1092.83

PLANTING SCHEDULE DETAIL

3/3/2012

DATE: 3/3/2012
 PROJECT: 6 LS31
 COUNTY: ST. LOUIS
 JOB NO: J6U0607
 CONTRACT NO:
 PROJECT NO:
 CONTRACT NO:

DESCRIPTION

FILE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

M.DOT

JACOBS

FOR BEST COPY, PLEASE CONTACT: JACOBS ENGINEERING GROUP, INC. 1100 N. GARDEN CITY BLVD. SUITE 200 ST. LOUIS, MO 63103

ADDED

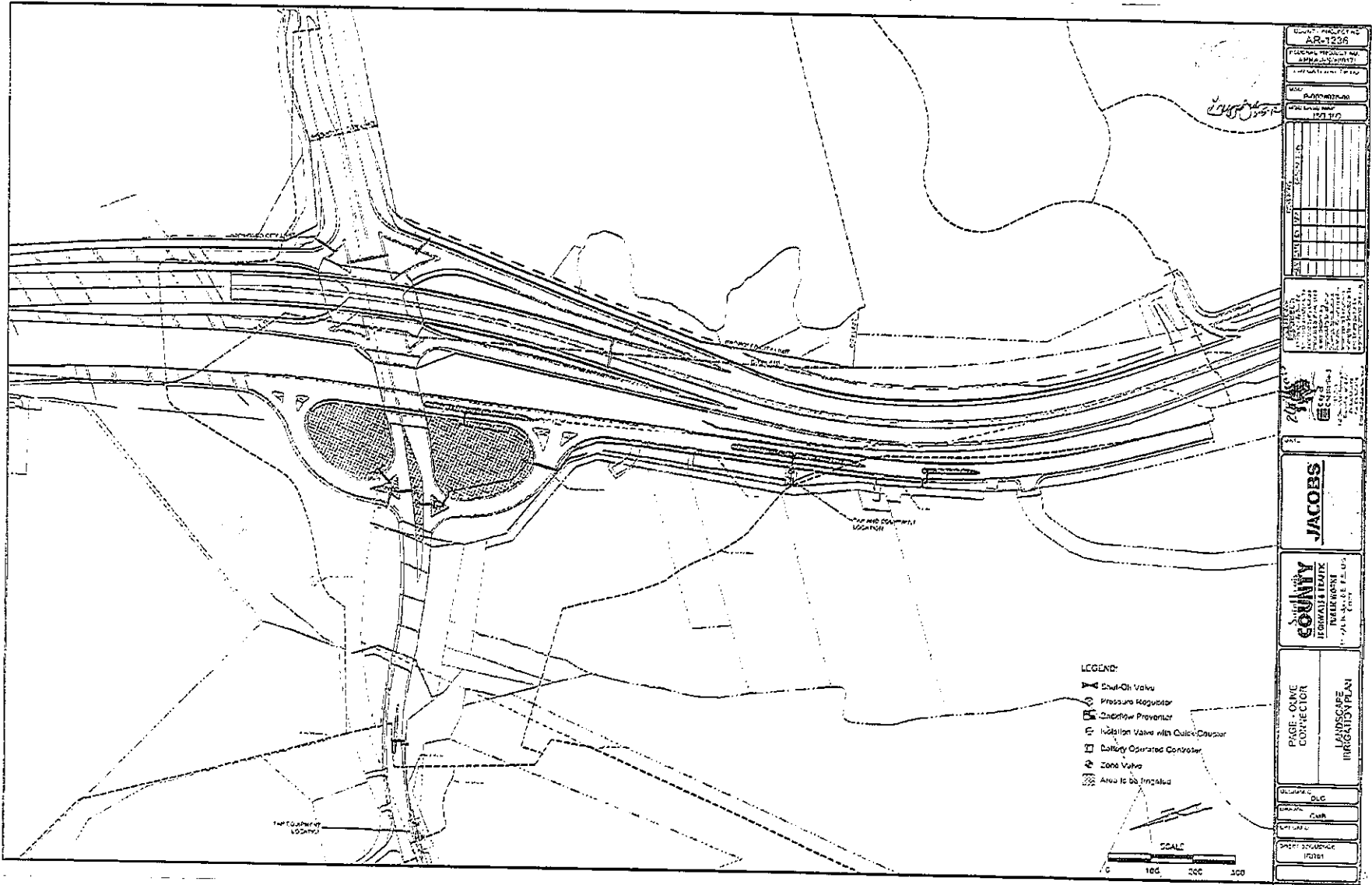
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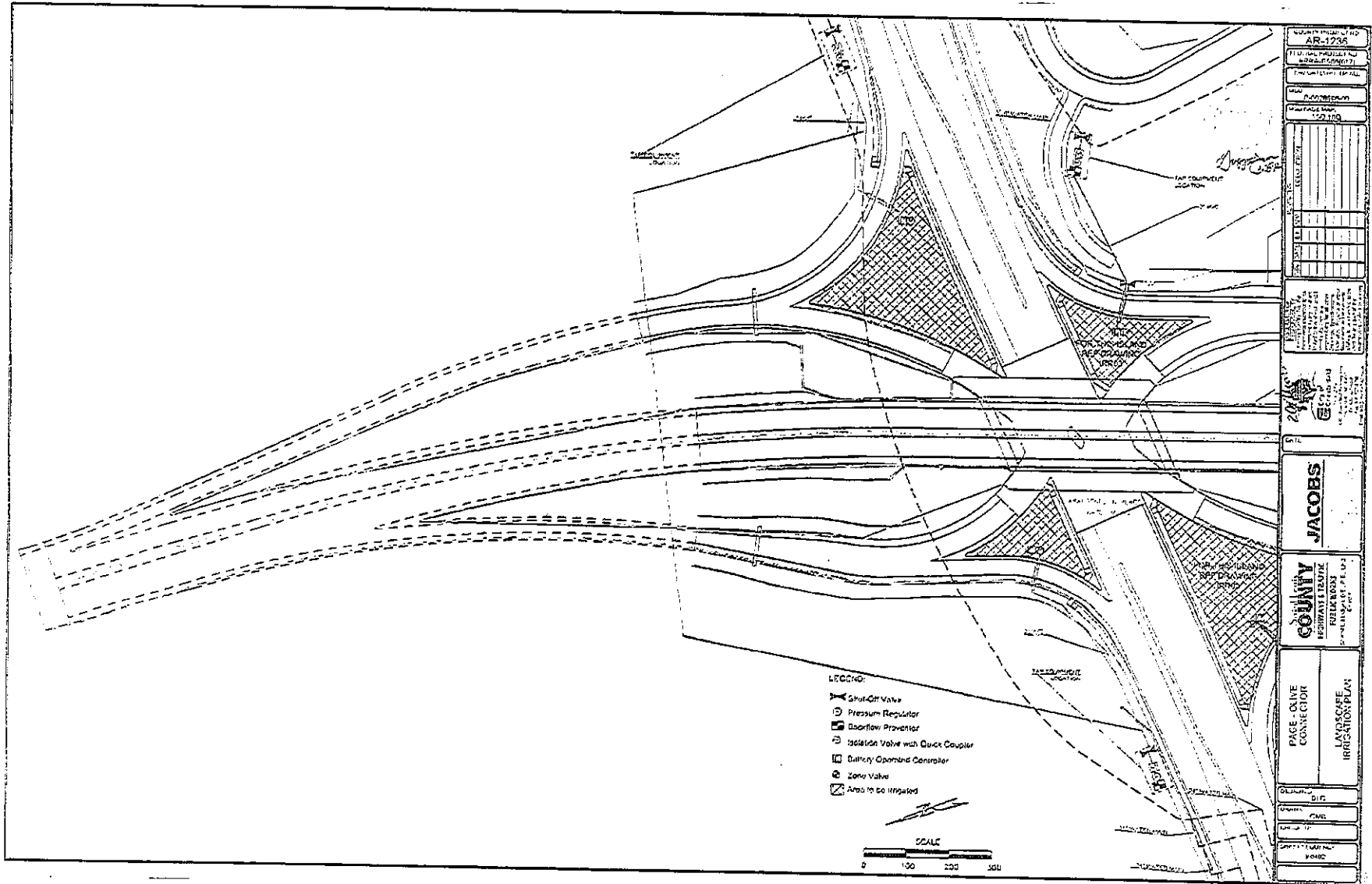


Exhibit A1
 Sheet 13 of 15

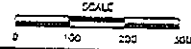


PROJECT NO.	AR-1226
PLANNING PROJECT NO.	
DATE	12/1/10
SCALE	
DATE	
BY	
CHECKED BY	
DATE	
PROJECT LOCATION	
PROJECT DESCRIPTION	
CLIENT	
DESIGNER	
DATE	
JACOBS ENGINEERING GROUP, INC.	
COUNTY IRRIGATION DISTRICT IRRIGATION PLAN 1" = 40' - 0" (1" = 100')	
PIPE, VALVE & CONTROLLER LOCATION LANDSCAPE IRRIGATION PLAN	
SCALE	0 100 200 300

Exhibit A1
 Sheet 14 of 15



- LEGEND:
- Shot-Off Valve
 - Pressure Regulator
 - Backflow Preventer
 - Isolation Valve with Quick Coupler
 - Battery Operated Controller
 - Zone Valve
 - Area to be Irrigated



PROJECT NO. AR-1236

DATE: 10/15/10

SCALE: 1" = 100'

PROJECT: PAGE - OLIVE CONNECTION

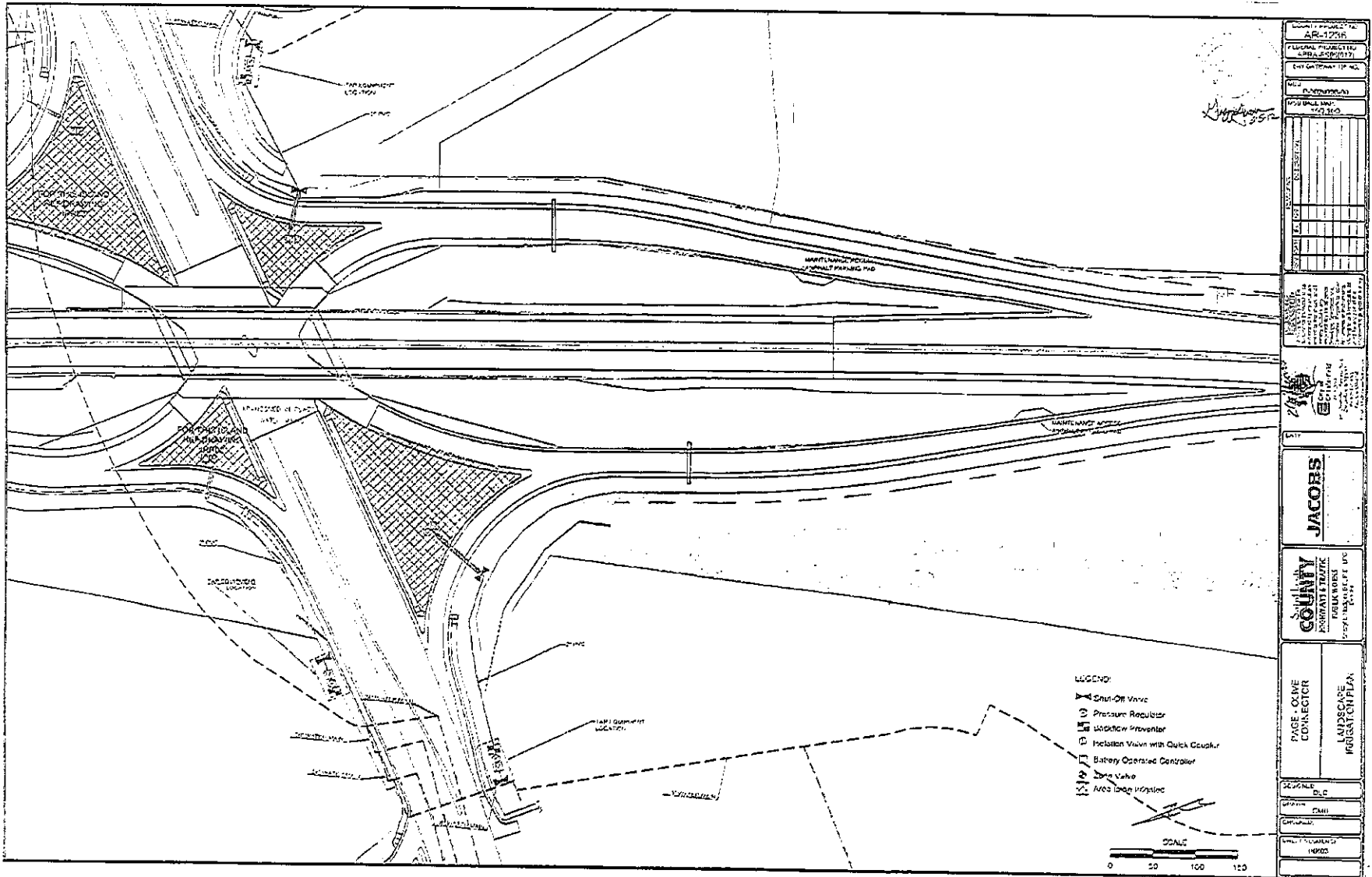
CLIENT: COUNTY HIGHWAY & TRAFFIC DEPARTMENT

ENGINEER: JACOBS

DRAWING TITLE: LANDSCAPE IRRIGATION PLAN

NO.	DATE	DESCRIPTION

Exhibit A1
Sheet 15 of 15



PROJECT INFORMATION
 PROJECT NO. A-15-17218
 LOCAL PROJECT NO. 15B-15-001(172)
 DATE: 10/15/15

CLIENT
 COUNTY OF SAN DIEGO
 WATER BUREAU
 1625 N. MISSION BLVD., SUITE 100
 SAN DIEGO, CA 92108
 TEL: 619-491-3000
 FAX: 619-491-3001
 WWW.SANDIEGO.CA.GOV

DESIGNER
 JACOBS
 10000 N. TORREY PINNACLES DRIVE
 SAN DIEGO, CA 92130
 TEL: 619-491-3000
 FAX: 619-491-3001
 WWW.JACOBS.COM

CHECKED BY
 J. [Name]

DATE
 10/15/15

SCALE
 1" = 50'

DATE PLOTTED
 10/15/15

PLANNER
 J. [Name]

PROJECT TITLE
 WATER MAIN REPLACEMENT PROJECT
 SUBSCALE REGISTRATION PLAN

SCALE
 1" = 50'

DATE PLOTTED
 10/15/15

- LEGEND:**
- Shut-Off Valve
 - Pressure Regulator
 - Isolation Valve
 - Isolation Valve with Quick Coupler
 - Battery Operated Controller
 - Fire Valve
 - Area Isolation Valve

141 Planting Schedule for Areas with City of Chesterfield Additions*

* Includes plant material in base contract

141 - Summary of Modified Areas at Olive & Ladue

Symbol	Common Name	Botanical Name	Size	Quantity in City of Chesterfield Additions	Quantity in MODOT Base Contract	Column G QUESTIONS	Quantity in STL County Base Contract	Fred Weber Proposed Change Order No. 00043	Column J QUESTIONS	Weber's Unit Price	Weber's Extension	Chesterfield Cost	County Cost
Deciduous Trees													
CA	Eastern Redbud	Cercis canadensis	1 1/2" cal.	66	0		0	66					
CA2	Pagoda Dogwood	Cornus alternifolia	1 1/2" cal.	3	0		0	3		\$147.00	\$9,702.00	\$9,702.00	\$0.00
CV	Fringe Tree	Chionanthus virginicus	1" cal.	13	0		0	13		\$189.00	\$567.00	\$567.00	\$0.00
CX	Eastern Redbud	Cercis canadensis	2" cal.	5	0		0	5		\$157.50	\$2,047.50	\$2,047.50	\$0.00
PC	Chanticleer Pear	Pyrus calleryana 'Chanticleer'	2" cal.	6	0		0	6		\$189.00	\$945.00	\$945.00	\$0.00
ZSX	Halka Zelkova	Zelkova serrata 'Halka'	2 1/2" cal.	4	0		0	4		\$183.75	\$1,102.50	\$1,102.50	\$0.00
Deciduous Shrubs													
CS	Flowering Quince 'Cameo'	Chaenomeles x superba 'Cameo'	3 gal.	28	0		0	28		\$231.00	\$924.00	\$924.00	\$0.00
EA	Winged Euonymus	Euonymus alatus	5 gal.	0	11		0	0		\$36.75	\$1,029.00	\$1,029.00	\$0.00
KO	Knockout Rose	Rosa 'Radrazz'	2 gal. @ 44" o.c.	2446	0		0	0				\$0.00	\$0.00
IV	Winterberry 'Red Sprite'	Ilex verticillata Nana 'Red Sprite'	3 gal.	10	0		0	10	2446-Should this be 2446?	\$26.25	\$64,207.50	\$64,207.50	\$0.00
IVJ	Winterberry 'Jim Dandy'	Ilex verticillata 'Jim Dandy'	3 gal.	2	0		0	2		\$42.00	\$420.00	\$420.00	\$0.00
VC	Viburnum 'Cardinal Candy'	Viburnum dilatatum 'Cardinal Candy'	3 gal.	16	0		0	16		\$42.00	\$672.00	\$672.00	\$0.00
Evergreens													
JC	Sea Green Juniper	Juniperus chinensis 'Sea Green'	3 gal.	6	0		84	90	Is this County's cost? YES	\$36.75	\$3,307.50	\$220.50	\$3,087.00
JG	Grey Owl Juniper	Juniperus virginiana 'Grey Owl'	3 gal.	26	156		0	26	See 2 lines down	\$36.75	\$955.50	\$955.50	\$0.00
JH	Hughes Juniper	Juniperus horizontalis 'Hughes'	3 gal. @ 48" o.c.	1168	0		119	1287	Should this be 1168?	\$36.75	\$47,297.25	\$42,924.00	\$4,373.25
JM	Mugo Pine	Pinus mugo	3 gal.	39	68	only 68 in onp bid?	67	67	County's cost? YES	\$45.00	\$3,015.00	\$1,755.00	\$3,015.00
JN	Norway Spruce (shrub)	Picea abies 'Nidiformis'	7 gal.	33	77	only 77 in onp bid?	95	95	County's cost? YES	\$63.00	\$5,985.00	\$2,079.00	\$5,985.00
JV	Eastern Red Cedar	Juniperus virginiana	2" cal.	0	126		0	0				\$0.00	\$0.00
PJ	Japanese Pieris	Pieris japonica	3 gal.	16	77	only 77 in onp bid?	36	36	Empty cells? YES	\$40.00	\$1,440.00	\$640.00	\$1,440.00
JC	Canaert Juniper	Juniperus virginiana 'Canaertii'	2" cal.	36	0		0	36		\$126.00	\$4,536.00	\$4,536.00	\$0.00
Perennials													
CV2	Coreopsis 'Zagreb'	Coreopsis verticillata 'Zagreb'	1 qt. @ 15" o.c.	41	0		0	41	Sub for Grey Owl?	\$30.00	\$0.00	\$0.00	\$0.00
DN	Dianthus 'Early Bird Radiance'	Dianthus x 'Early Bird Radiance'	1 qt. @ 10" o.c.	109	0		0	109		\$4.73	\$193.93	\$193.93	\$0.00
GR	Geranium 'Rozanne'	Geranium x 'Rozanne'	1 qt. @ 24" o.c.	23	0		0	23		\$4.73	\$515.57	\$515.57	\$0.00
PA	Russian Sage 'Little Spire'	Perovskia atriplicifolia 'Little Spire'	1 qt. @ 24" o.c.	16	0		0	16		\$4.73	\$108.79	\$108.79	\$0.00
SN	Salvia 'Caradonna'	Salvia nemorosa 'Caradonna'	1 qt. @ 24" o.c.	24	0		0	24		\$5.15	\$82.40	\$82.40	\$0.00
PB	Daylily*	Hemocallis x	3" plug 30" o.c.	1018	1220		0	24	100% Number is higher, OK	\$4.25	\$4,326.50	\$4,326.50	\$0.00
Grasses													
FG	Feather Reed Grass	Calamagrostis acutiflora	1 qt. @ 24" o.c.	1943	0		0	0		\$5.15	\$10,346.35	\$10,006.45	\$0.00
FX	Feather Reed Grass	Calamagrostis arundinacea 'Overdam'	1 qt.	66	0		0	0	2009 **	\$5.15	\$339.90	\$339.90	\$0.00
Sod Grass													
	Fescue*		per sq yard	0	1875		2490			\$4.97	\$0	\$0.00	\$12,375.30
Grass Seed													
	Fescue*	applied at a rate of 60 lbs/acre	per sq yd	7175	1.5 acres				3-48 Tall not Blue Fescue?	\$2,100.00	\$3,108.00	\$3,112.20	\$0.00
Mulch													
	Perennial Grasses, Mix A		per acre							\$1,300.00	-\$39.00	\$0.00	\$0.00
	Shredded Bark Mulch		per cu yard	172					235 Number is higher, OK	\$31.50	\$7,528.50	\$5,418.00	\$0.00

* Sod Grass shall be a blend of certified tall turf- type fescue cultivars. Desirable characteristics include tolerance to high traffic use, rapid recovery from stress and having a high turf density. The blend shall include at least one (1) of the following: Plick FA N-93, Dynasty, Millennium, Plantation, Arid 3, Pixie, Jaguar III. Non-certified and/or sod with a variety not stated will not be accepted.

** Two cultivars are not distinguished in estimate.

*** Includes St. Louis County Landscaping

Price for Sod based on Fred Weber's unit price on MODOT's Bid Tabulation

Total \$174,521.31 \$159,027.76 (Chesterfield Cost) \$30,275.55 (County Cost)

Fred Weber, Inc.

PROPOSED CHANGE ORDER

No. 00042

2320 Creve Coeur Mill Road
Maryland Heights, MO 63043

DATE: April 18, 2012

PROJECT: Route 141 (29)

TITLE: 141/Ladue & Olive Irrigation

JOB: J6U0807/J6U0807D

TO: Missouri Dept. of Transportation
601 Salt Mill Road
Chesterfield, MO 63017

FWI JOB: 410504

ATTN: Jesse Jonas, P.E.

RE: Number: To: From:

DESCRIPTION OF PROPOSAL

Price for Professional Irrigation Systems to install irrigation systems at Ladue/Rt. 141 and Olive/Rt. 141 intersections per the Irrigation Plans developed by Jacobs for the City of Chesterfield.

Item	Description	Quantity	Units	Unit Price	Extension
00001	Irrigation Systems at Olive & Ladue	1.000		\$106,460.00	\$106,460.00
00002	FWI Markup (5%)	1.000		\$5,323.00	\$5,323.00
				Unit Cost:	\$111,783.00
				Lump Sum:	\$0.00
				Total:	\$111,783.00

Exhibit B1
Sheet 2 of 4

APPROVED:

Fred Weber, Inc.

By: *Justin L. Brooks*
Justin L. Brooks, P.E.
Senior Project Manager

Date: 4/18/12

Missouri Dept. of Transportation

By: _____
Jesse Jonas, P.E.
Resident Engineer

Date: _____



**PROFESSIONAL
IRRIGATION
SYSTEMS**

304 TCW Court - Lake St. Louis, MO 63367
Phone (636) 695-7800 Fax (636) 695-7801

Estimate

Date	Estimate #
4/18/2012	13071

Name / Address
Fred Weber Inc. c/o Justin Brooks 2320 Creve Coeur Mill Road Maryland Heights, Mo 63043

Exhibit B1
Sheet 3 of 4

Description	Qty	Unit Price	Total	Terms
Irrigation Proposal for Ladue and Olive @ 141 141/Ladue Road Irrigation Irrigation system to include the following major components: - 2 - Hunter Battery Controllers - 90 RainBird 5004 Rotor Heads - 150 RainBird 1812 Spray Heads - 19 RainBird Control Valves - 2 Backflow Preventers - 2 Pressure Reducers - 2 Backflow Preventer Cages with base pad Total Labor and Materials for Installation - Labor proposed Union and Prevailing Rate - Materials exclude sales tax.	1	33,560.00	33,560.00	
Water Meter(s) - Includes excavation, material, permits and labor. - Water meter set to be within 10' of water main at tap location. - Water main to be no deeper than 8' or additional excavation cost will be incurred to owner.	2	5,800.00	11,600.00	
Total				

We hereby propose to furnish labor and material for the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving additional costs will be executed only upon written orders and will be an additional charge over and above this estimate. All work performed is quoted at a cash or check rate and reflects a 4% discount; if a credit card is used for payment the discount will not be applied. Our workers are fully covered by Workman's Comp Insurance. Any delinquent bills will be subject to 2% monthly interest. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429 RSMO. To avoid this result you may ask for lien waivers from all persons supplying material or services for the work.

Proposal Accepted By: _____ Date: _____
Page 4



**PROFESSIONAL
IRRIGATION
SYSTEMS**

304 TCW Court - Lake St. Louis, MO 63367
Phone (636) 695-7800 Fax (636) 695-7801

Estimate

Date	Estimate #
4/18/2012	13071

Name / Address
Fred Weber Inc. c/o Justin Brooks 2320 Creve Coeur Mill Road Maryland Heights, Mo 63043

Exhibit B1
Sheet 4 of 4

Description	Qty	Unit Price	Total	Terms
141/Olive Road Irrigation Irrigation system to include the following major components: - 4 - Hunter Battery Controllers - 120 RainBird 5004 Rotor Heads - 12 RainBird Control Valves - 4 Backflow Preventers - 4 Pressure Reducers - 4 Backflow Preventer Cages with base pad Total Labor and Materials for Installation - Labor proposed Union and Prevailing Rate - Materials exclude sales tax.	1	35,700.00	35,700.00	
Water Meter(s) - Includes excavation, material, permits and labor. - Water meter set to be within 10' of water main at tap location. - Water main to be no deeper than 8' or additional excavation cost will be incurred to owner.	4	6,400.00	25,600.00	
Inclusions/Exclusions/Details - All sleeving to be installed by others. - Final grade to be established prior to installation. - Includes a 1 year parts and labor warranty.				
Total			\$106,460.00	

We hereby propose to furnish labor and material for the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving additional costs will be executed only upon written orders and will be an additional charge over and above this estimate. All work performed is quoted at a cash or check rate and reflects a 4% discount; if a credit card is used for payment the discount will not be applied. Our workers are fully covered by Workman's Comp Insurance. Any delinquent bills will be subject to 2% monthly interest. Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429 RSMO. To avoid this result you may ask for lien waivers from all persons supplying material or services for the work.

Proposal Accepted By: _____ Date: _____
Page 2

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CHESTERFIELD, MISSOURI TO EXECUTE AN ENHANCEMENT AGREEMENT PROVIDING FOR AESTHETIC ENHANCEMENTS AND THE MAINTENANCE THEREOF IN CONJUNCTION WITH THE CONSTRUCTION OF ROUTE 141 WITHIN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield, Missouri (the "City") desires to incorporate aesthetic enhancements in the construction of new Route 141 including, but not limited to sidewalks, decorative lighting, landscaping, painted traffic lighting fixtures, decorative form lining on barrier walls, and decorative wall panels on the Mechanically Stabilized Earth walls at interchanges; and

WHEREAS, The Missouri Department of Transportation is planning the improvement of Route 141 from South of Ladue Road to Route 340 and agrees to incorporate certain specific aesthetic enhancements into the final design of new Route 141, provided that the City of Chesterfield agrees to fund the incremental cost to include such improvements; and

WHEREAS, the City of Chesterfield, Missouri, after careful consideration and deliberation has determined that the City is willing to fund the incremental cost and provide for the regular maintenance and care of aesthetic enhancements;

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

Section 1. The City Council hereby approves of the Agreement in substantially the form set forth as Exhibit A, attached hereto and incorporated by reference.

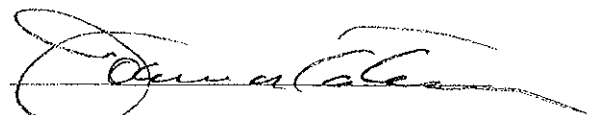
Section 2. The City is hereby authorized to enter into, and the Mayor of the City of Chesterfield and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the City, the Agreement, such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and with the provisions of the Agreement.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparable connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20th day of January, 2010.


Mayor

ATTEST:


City Clerk

CCO Form:
Approved: 07/06 (BDG)
Revised:
Modified: 12/09 (MRA)

Route 141
Project No. J6U0807
St. Louis County
Enhancement Agreement

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ENHANCEMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is planning the improvement of Route 141 from south of Ladue Road (Route AB) to Route 340 as part of Commission Job No. J6U0807 in St. Louis County, Missouri;

WHEREAS, the City has requested that the Commission include certain enhancement items that are not generally included in Commission construction projects;

WHEREAS, the Commission is willing to accommodate the City's request subject to the terms and conditions of this Agreement.

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

(1) PURPOSE AND DESCRIPTION OF ENHANCEMENTS: The purpose of this Agreement is to coordinate the participation by the City of Chesterfield in the cost of the Commission's Project J6U0807 to include the following enhancements: barrier form liners on the Ladue Road bridges over Route 141, Woods Mill Road and Creve Coeur Creek, and the Olive Blvd. (Route 340) bridge over Route 141, painting of the signal posts / mast arms at the Route 141 interchanges at Olive Blvd. and Ladue Road, and at the Woods Mill Road intersection with the Ladue Road ramp connector, and the addition of decorative precast retaining wall panels at the 141 interchanges at Olive Blvd. and Ladue Road.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location: The Route 141 reconstruction and relocation from south of Ladue Road to Olive Blvd. in St. Louis County, Missouri. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) 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.

(4) COMMISSION REPRESENTATIVE: The Commission's District 6 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.

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

(6) 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.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations 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.

(8) PLANS AND CONSTRUCTION: The Commission shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements. The award of the contract by the Commission to a contractor will not be subject to concurrence by the City.

(9) FINANCIAL RESPONSIBILITIES: With regard to the enhancements to be completed under this Agreement, the City and the Commission agree that the City shall be responsible for one hundred percent (100%) of the actual costs for making/constructing the improvements described in Section (1), above. These costs include preliminary engineering, construction and inspection. The current estimate of the City's responsibilities is eighty-nine thousand six hundred ninety-one dollars (\$89,691) as shown in the attached "Exhibit B," which is made a part of this Agreement. The City shall remit a check in the amount of eighty-nine thousand six hundred ninety-one dollars (\$89,691) by January 25, 2010. This check should be made payable to the Missouri Highways and Transportation Commission-Local Fund. If the City fails to make the deposit, the Commission is under no obligation to continue with including the enhancement improvements identified in Section (1), above. In the event the Commission's actual cost for the improvements is less than the deposit provided herein, the Commission shall refund excess funding to the City as provided in Section (10), below.

(10) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the

Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its investment policy. All interest monies shall be payable to the fund and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City, the interest portion being based on the City's pro rata share of the investment.

(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. Maintenance by the Commission shall not in any case include maintenance or repair of paint provided on signal posts and mast arms. The City shall provide proper maintenance of the signal paint coating at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. Should any section of the decorative form-lined bridge barriers on Route 340 over Route 141, Ladue Road over Route 141, Ladue Road over Woods Mill Road, and Ladue Road over Creve Coeur Creek become damaged and in need of replacement, the City will be responsible for the cost involved to maintain the form-lined appearance. Decorative wall panels will be placed in the Mechanically Stabilized Earth (MSE) retaining walls at the Route 141 interchanges at Route 340 and Ladue Road. The City shall be responsible for the replacement cost of any decorative MSE wall panels should they require future replacement.

(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 City, 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 the enhancements being constructed pursuant to Section (1), above, the City gains no interest in the constructed roadway or enhancement improvements whatsoever. The Commission shall not be obligated to keep the constructed enhancement 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 enhancement 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) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the City shall not receive an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. Any claim for an off-set, refund, release, reduction, or return shall constitute a breach of this Agreement by the City and the Commission, in its sole discretion may cancel this Agreement and remove any portion of the constructed improvement from the Commission's right-of-way at the City's expense.

(18) 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.

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

Executed by the City this 22 day of January, 2010.

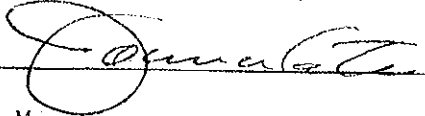
Executed by the Commission this 1 day of February, 2010.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By 

Title Chief Engineer

CITY OF CHESTERFIELD, MISSOURI

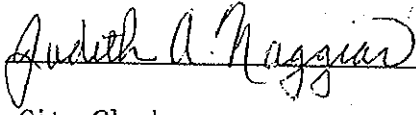
By 

Title Mayor

ATTEST:


Secretary to the Commission

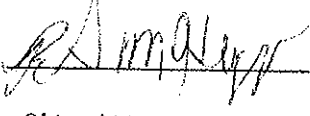
ATTEST:

By 
Title City Clerk

Approved as to Form:


Commission Counsel

Approved as to Form:

By 
Title City Attorney

Ordinance No #2591

EXHIBIT A
Contract Between
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
-and-
CITY OF CHESTERFIELD, MISSOURI
Job No. 6U0807, St. Louis County

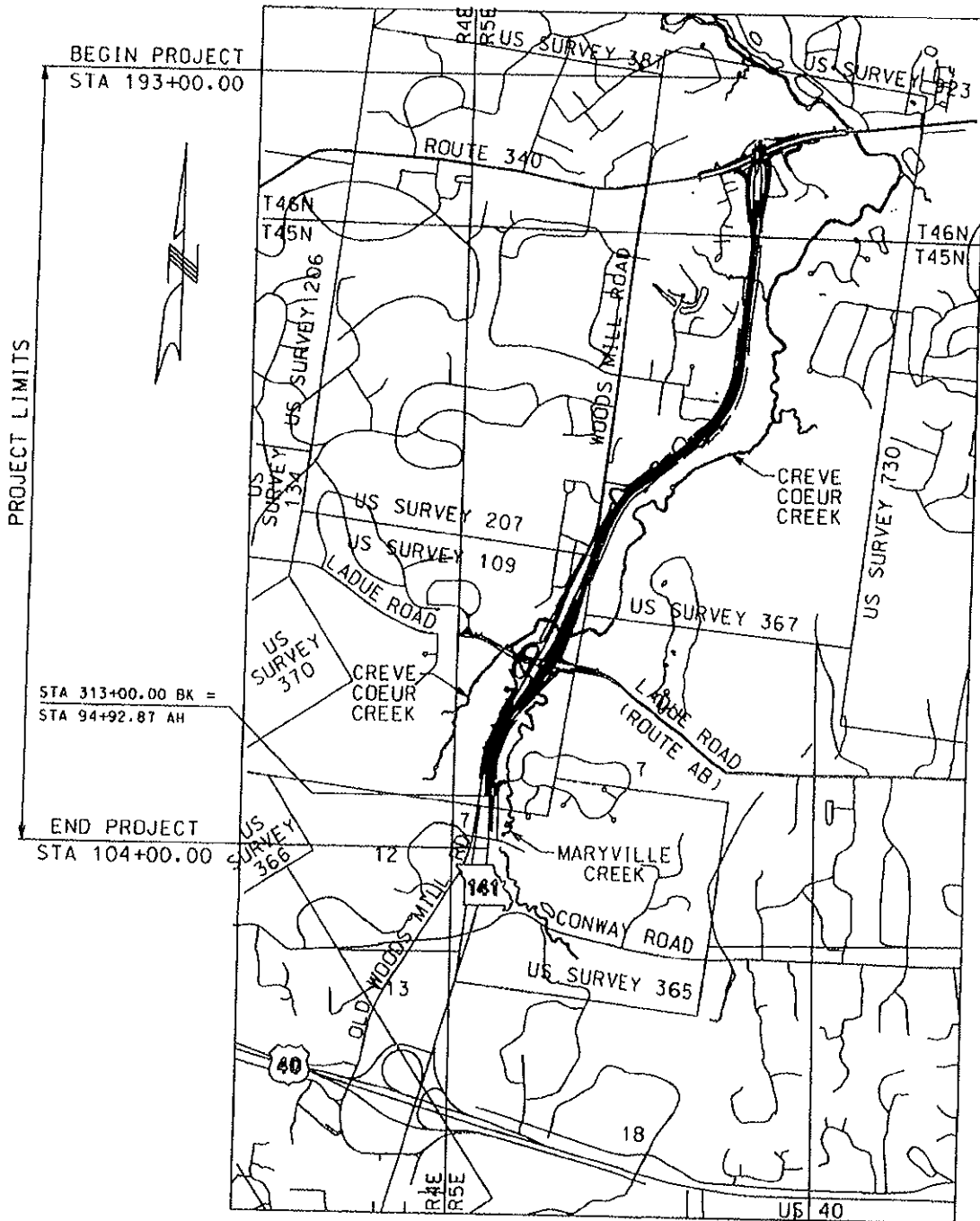


EXHIBIT A

ESTIMATE SUMMARY

A7808*	Item	Quantity	Unit	Unit Price	Value
	Safety Barrier Curb	191	FT	\$ 85	\$ 16,235
	Form Liners	56	SY	\$ 106	\$ 5,936
	Slip Form Barrier	191	FT	\$ (65)	\$ (12,415)
					\$ 9,756

*Ladue Road over Route 141

A7809*	Item	Quantity	Unit	Unit Price	Value
	Safety Barrier Curb	252	FT	\$ 85	\$ 21,420
	Form Liners	74	SY	\$ 106	\$ 7,844
	Slip Form Barrier	252	FT	\$ (65)	\$ (16,380)
					\$ 12,884

*Ladue Road over Woods Mill Road

A7810*	Item	Quantity	Unit	Unit Price	Value
	Safety Barrier Curb	732	FT	\$ 85	\$ 62,220
	Form Liners	103	SY	\$ 106	\$ 10,918
	Slip Form Barrier	732	FT	\$ (65)	\$ (47,580)
					\$ 25,558

*Ladue Road over Creve Coeur Creek

A7815*	Item	Quantity	Unit	Unit Price	Value
	Safety Barrier Curb	300	FT	\$ 85	\$ 25,500
	Form Liners	87	SY	\$ 106	\$ 9,222
	Slip Form Barrier	300	FT	\$ (65)	\$ (19,500)
					\$ 15,222

*Olive Blvd over Route 141

Sub-Total Form Lined Barrier:	\$	63,420
Signal Painting at 3 intersections		\$20,000
MSE Wall Form Liner		\$2,000
Sub-Total		\$85,420
PE & Const. Inspection @ 5%		\$4,271
TOTAL		\$89,691

EXHIBIT B

Route 141
St. Louis County
Project No. 6U0807