

**DATE:** September 24, 2015

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer

**RE:** Greentrails Drive South  
Water Main Relocation

*Forward to PPW  
me*

The City of Chesterfield was previously awarded a Surface Transportation Program (STP) grant to reconstruct Greentrails Drive South from Ladue Road to White Road. This project will include the construction of a new concrete road, sidewalks, handicap ramps, and storm sewer improvements. The design of this project is being completed by HR Green through an Agreement approved by City Council in early 2014. City Staff is in the process of acquiring the temporary easements necessary to complete the project (37 of 44 obtained to date). All project costs, including design, easement acquisition, and construction, are eligible for reimbursement at the rate of 70 percent through the STP grant.

Plans, specifications, and estimate (PS&E) for this project were submitted to the Missouri Department of Transportation (MODOT) on September 11, 2015. Those plans include the lowering of the intersection of Greentrails South Drive and Dinsmoor Drive, which will improve the road profile, remove sight distance restrictions, and allow for compliance with ADA standards when constructing curb ramps. The lowering of this intersection will necessitate the relocation of several utilities in the area. While most of the utilities are in public right of way, the water mains owned and maintained by Missouri American Water Company are partially located in private easement. This is an important distinction as utilities located in public right of way must relocate at their cost, while utilities in private easement have the right to require the public agency (the City of Chesterfield) to fund the relocation costs.

The Missouri American Water Company has designed a relocation plan whereby the water mains on Greentrails Drive South and Dinsmoor Drive will be lowered in order to accommodate the new road profile. The estimated cost of this relocation is \$147,774.80. Because approximately 62.87% of the water mains to be relocated are within easement, the Missouri American Water Company will not relocate these mains without a commitment from the City to fund 62.87% of the estimated cost, or \$92,912.28.

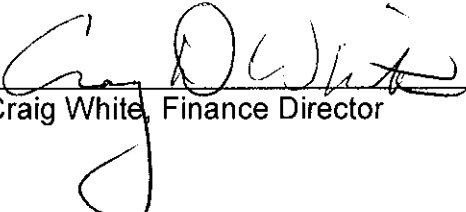
Attached are an Ordinance and a Contract for Water Facility Relocation and License to Utilize Easement (Contract). These documents have been reviewed by the City Attorney. I recommend that the City of Chesterfield enact the attached ordinance authorizing execution of the attached Contract in an amount not to exceed \$102,000 (City portion of estimate plus contingency). Please be advised that the water main relocation costs are eligible for reimbursement through the STP grant, so the net cost to the City of Chesterfield will actually be no greater than \$30,600

**Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the Committee concur with Staff's recommendation, it should vote to recommend approval to City Council of the following:

- Approval of the attached ordinance authorizing the City Administrator to execute the attached Contract for Water Facility Relocation and License to Utilize Easement with the Missouri American Water Company.
- Approval of payment of actual costs for the relocation of the portions of water mains in private easement, in an amount not to exceed \$102,000. The net cost, after grant reimbursement, will not exceed \$30,600. These costs will be paid from the Capital Improvements Sales Tax Fund.

Concurrence:


  
\_\_\_\_\_  
Craig White, Finance Director

# Memorandum

## Department of Public Services



**TO: James A. Eckrich, PE–Public Works Director/City Engineer**

**FROM: Zachary S. Wolff, PE – Civil Engineer** 

**DATE: September 24, 2015**

**RE: Greentrails Drive South, 2013-PW-06  
Missouri American Water Company Relocation**

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As you are aware, HR Green has completed the design of the Greentrails Drive South reconstruction project and the plans, specifications, and estimate (PS&E) were submitted to MoDOT for review and approval on September 11<sup>th</sup>, 2015. Prior to the PS&E submittal a utility coordination meeting was held on August 26<sup>th</sup>, 2015 to present the final project plans to utility providers, receive their plans of adjustment, and determine the schedule for utility relocations.

The primary work area on the project that will impact utilities is the intersection of Greentrails Drive South and Dinsmoor Drive. This intersection will be lowered to provide for required ADA accessible cross walks on each of the four legs of the intersection, to ensure a smooth driving surface through the intersection and crosswalks, and also to eliminate a sight distance issue across the intersection due to the current grades. This work will require each utility present under the intersection to lower and/or relocate their facilities. With the exception of Missouri American Water Company (MAWC), each of the utility provider's facilities (Ameren, Charter, AT&T, and Laclede) are located within right-of-way and will be relocated without cost to the City prior to the beginning of the project. Storm sewer work has been approved by MSD and will be completed by the City's contractor as part of the reconstruction project.

MAWC facilities are partially located in a private easement outside of right-of-way along Greentrails Drive South and Dinsmoor Drive. MAWC is therefore entitled to and is requesting a partial reimbursement from the City for the relocation work of their facilities within that private easement. As you know, we have worked with MAWC to minimize their relocations as much as possible with the current design and have also worked with MAWC to clarify some of the contract language and exhibits in

the attached Contract For Water Facility Relocation and License To Utilize Easement (Contract).

A plan of the necessary relocation work is shown on Exhibit A of the Contract. MAWC Engineering Estimate for the relocation work totaling \$147,774.80 is detailed on Exhibit B. Based on the lineal footage of MAWC's existing facilities in right-of-way and in private easement, the City's share of the reimbursement cost is 62.87% or an estimated \$92,912.28. The City's obligation is for 62.87% of the final cost of the relocation be it more or less than the estimate.

In order to authorize MAWC to proceed with the relocation work the Contract must be reviewed by the City Attorney, approved by City Council by ordinance (draft attached), and executed by the City Administrator.

**At this time, I recommend;**

- **Forwarding the Contract to the City Attorney for review and approval as to legal form,**
- **And requesting authorization from City Council, by ordinance, to execute a contract with Missouri American Water Company for reimbursement of 62.87% of the actual relocation cost in an amount not to exceed \$102,000.00. This amount includes an approximate 10% contingency to allow for additional reimbursement as may be necessary due to unforeseen conditions.**

Attachments: Draft Ordinance  
Contract For Water Facility Relocation and License to Utilize Easement

CC:

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION AND LICENSE TO UTILIZE EASEMENT WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF GREENTRAILS DRIVE SOUTH FROM WHITE ROAD TO LADUE ROAD.**

WHEREAS, the City of Chesterfield desires to reconstruct Greentrails Drive South; and

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

WHEREAS, in order to proceed with the project, the City needs to enter into a Contract For Water Facility Relocation and License To Utilize Easement 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 and License to Utilize Easement similar in form to that attached as Exhibit A;

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

Section 1. The City Council of the City of Chesterfield hereby 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 Greentrails Drive South from White Road to Ladue Road, in a form substantially similar to that attached hereto as Exhibit A.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CITY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

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

Project Name: Greentrails Dr. South

Asset#: \_\_\_\_\_

Project Manager: Mark Radake

CIAC#: \_\_\_\_\_

**CONTRACT FOR WATER FACILITY RELOCATION AND  
LICENSE TO UTILIZE EASEMENT**

THIS CONTRACT, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 PKWY W, CHESTERFIELD, MO 63017**, (hereinafter referred to as ("CITY")),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction and/or improvement of **GREENTRAILS DR. SOUTH**, in accordance with certain plans titled **GREENTRAILS DRIVE S. RECONSTRUCTION (WHITE RD. TO LADUE RD.)** Improvements on file in the office of the CITY; and

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

Project Name: Greentrails Dr. South

Asset#: \_\_\_\_\_

Project Manager: Mark Radake

CIAC#: \_\_\_\_\_

2. The estimated cost (Exhibit "B") for this relocation is **\$147,774.80**. It is agreed that CITY'S obligation toward the cost of this relocation shall be **62.87%** 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 **62.87%** 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.

Project Name: Greentrails Dr. South

Asset#: \_\_\_\_\_

Project Manager: Mark Radake

CIAC#: \_\_\_\_\_

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 the completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave right-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. COMPANY hereby grants and conveys unto the CITY, without warranty of title or extent of interest in the real estate hereinafter described, expressed or implied, the license and right to construct, reconstruct, and maintain roadway and drainage structures over and across those portions of easement owned and held by COMPANY, situated in St. Louis County, Missouri, and indicated by hachuring on the attached plat, made part hereof and referred to as Exhibit "C" with the following conditions and limitations:
  - a. In the event COMPANY must excavate to replace, expand, or maintain its facilities, COMPANY will request a permit from CITY, which will be granted without cost to COMPANY. COMPANY will, comply with all lawful conditions of such permit.



Project Name: Greentrails Dr. South

Asset#: \_\_\_\_\_

Project Manager: Mark Radake

CIAC#: \_\_\_\_\_

b. In the event of future improvements, reconstruction, or maintenance of the road or drainage structures involved which from time to time necessitate the further relocation of COMPANY'S water facilities within the area indicated on Exhibit "C", CITY will advise COMPANY of contemplated change and will reimburse COMPANY for costs and expenses incurred by it in relocating or otherwise adjusting its facilities. If, for reasons stated above, COMPANY must relocate its facilities but there is no usable remaining area of its original private easement, COMPANY will relocate its facilities to adjacent public right-of-way or new private easement acquired by CITY but subject to the same protections and assurances from CITY herein specified as if the facilities remained in COMPANY'S original private easement.

8. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

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

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

\_\_\_\_\_  
Mayor

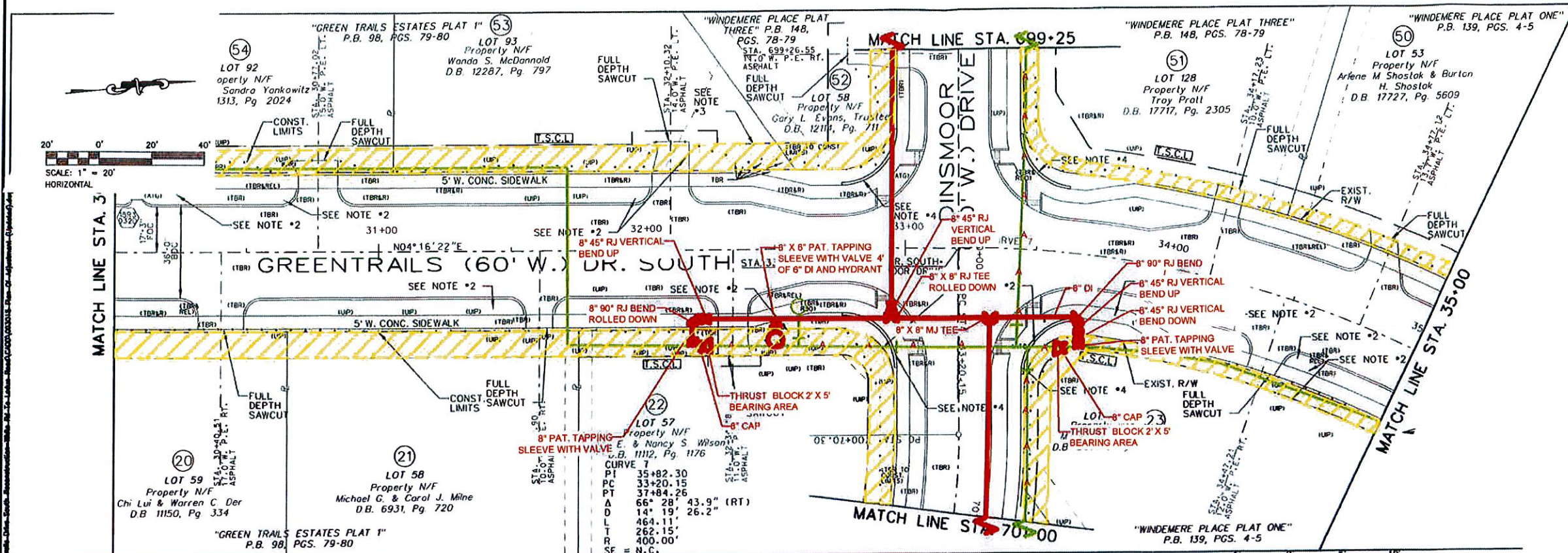
APPROVED AS TO LEGAL FORM:

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

**ALL MAIN TO BE RESTRAINED JOINT FITTINGS TO BE MECHANICAL JOINT RESTRAINED WITH MEGALUGS**

**EXHIBIT A**

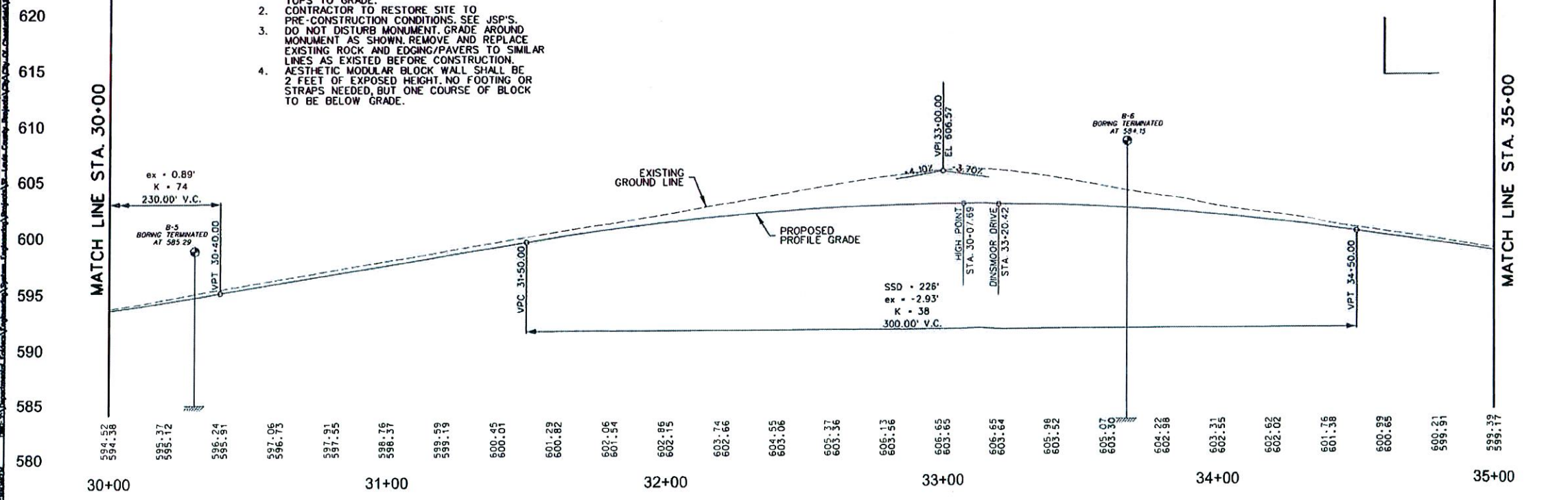
**INSTALL APPROX. 510' OF 8" DUCTILE IRON AND APPROX. 15' OF 6" DUCTILE IRON**



**NOTES:**

1. REMOVE AND REPLACE ALL EXISTING INLET TOPS AND SILLS. ADJUST INLET TOPS TO GRADE.
2. CONTRACTOR TO RESTORE SITE TO PRE-CONSTRUCTION CONDITIONS. SEE JSP'S. DO NOT DISTURB MONUMENT. GRADE AROUND MONUMENT AS SHOWN. REMOVE AND REPLACE EXISTING ROCK AND EDGING/PAVERS TO SIMILAR LINES AS EXISTED BEFORE CONSTRUCTION.
3. AESTHETIC MODULAR BLOCK WALL SHALL BE 2 FEET OF EXPOSED HEIGHT. NO FOOTING OR STRAPS NEEDED, BUT ONE COURSE OF BLOCK TO BE BELOW GRADE.

**MAINTAIN A MIN. OF 3.5' OF COVER OVER PIPE AFTER SIGNIFICANT ROADWORK CUT**



PROJECT: GREEN TRAILS DR SOUTH RECONSTRUCTION  
 WATER MAIN RELOCATION  
 CHESTERFIELD, MISSOURI

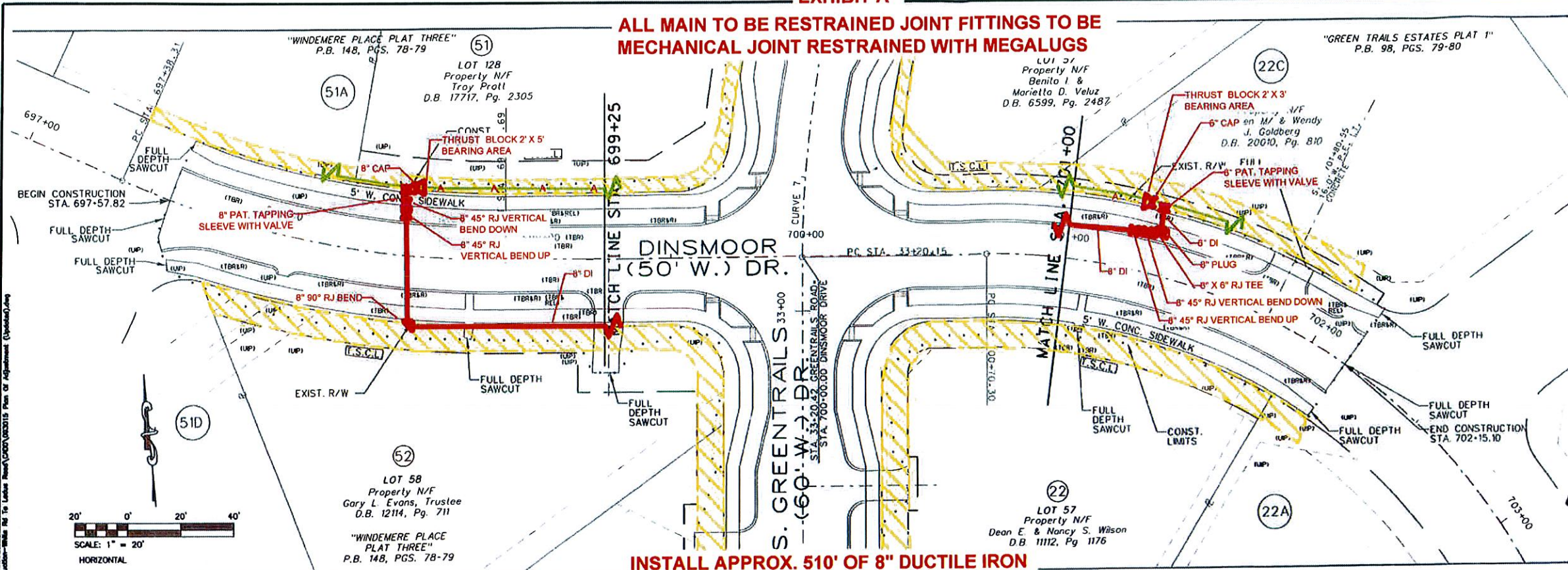
NO.	DATE	INT.	REVISIONS

ENCLOSURE: E251407  
 W.D. RITZDORF TSP-0033  
 DATE: 8/18/2015  
 DRAWN BY: MR  
 CHECKED BY: GW  
 APPROVED BY: GW  
 MAP GRID: 17R  
 SHEET: 3 OF 5

MISSOURI AMERICAN WATER  
 ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS MISSOURI 63141

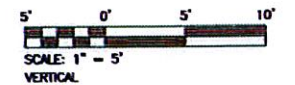
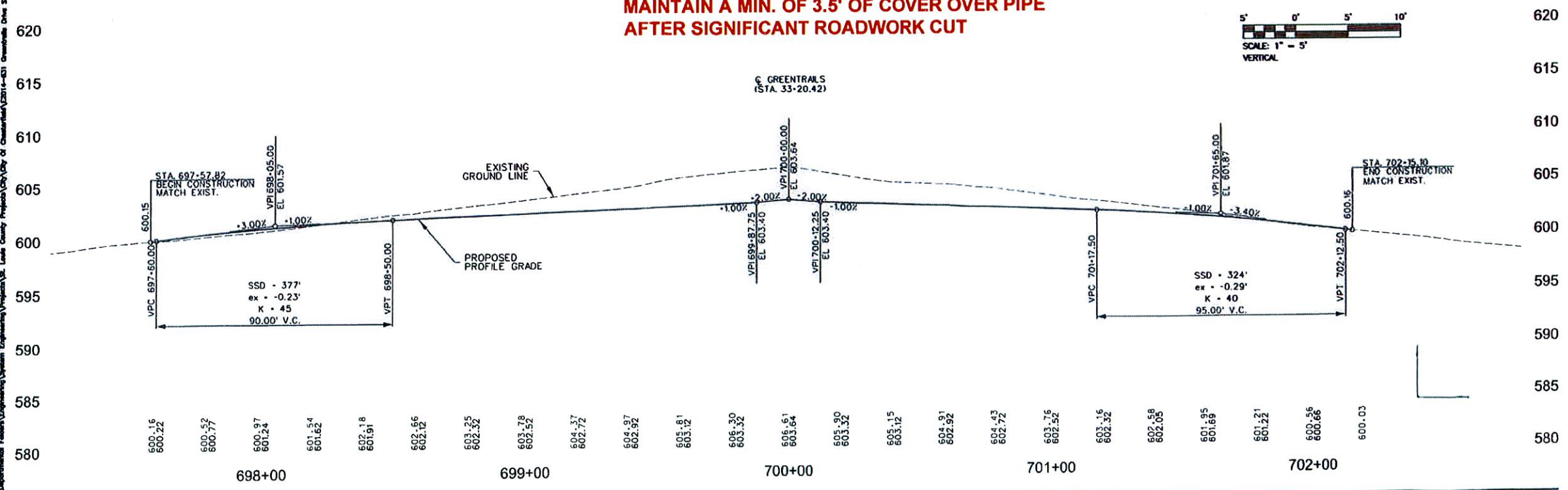
**EXHIBIT A**

**ALL MAIN TO BE RESTRAINED JOINT FITTINGS TO BE MECHANICAL JOINT RESTRAINED WITH MEGALUGS**



**INSTALL APPROX. 510' OF 8" DUCTILE IRON AND APPROX. 15' OF 6" DUCTILE IRON**

**MAINTAIN A MIN. OF 3.5' OF COVER OVER PIPE AFTER SIGNIFICANT ROADWORK CUT**



PROJECT: GREEN TRAILS DR SOUTH RECONSTRUCTION  
 WATER MAIN RELOCATION  
 TITLE: WELDON SPRINGS, MISSOURI

NO.	DATE	INT.	REVISIONS



ENG. JOB #	1511-01
NO. RIT-2021-15-0033	
DATE	8/19/2015
DRAWN BY	JR
CHECKED BY	GW
APPROVED BY	
MAP GRID	17R
SHEET	4 OF 6

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 Plot: 1511-01-0033-01.dwg  
 Scale: 1" = 20'  
 Horizontal  
 Scale: 1" = 5'  
 Vertical

<h2 style="margin: 0;">American Water Company Engineering Estimate</h2>
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RETIRED:	Footage on easement	272.2		Footage on Public R/W	160.7
INSTALLED:	Footage on easement	120.2		Footage on Public R/W	403.2

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NET TOTAL CHARGES \$147,774.80

Total Installed Footage = Footage on easement + Footage on R/W 523.4

Net Total Charges divided by Total Installed Footage = \$282.34 per ft.

Company share of cost =					37.13%
	37.13%	X	\$147,774.80	=	\$54,862.52

Public Agency Share of Costs =					62.87%
	62.87%	X	\$147,774.80	=	\$92,912.28

Total Costs = \$147,774.80

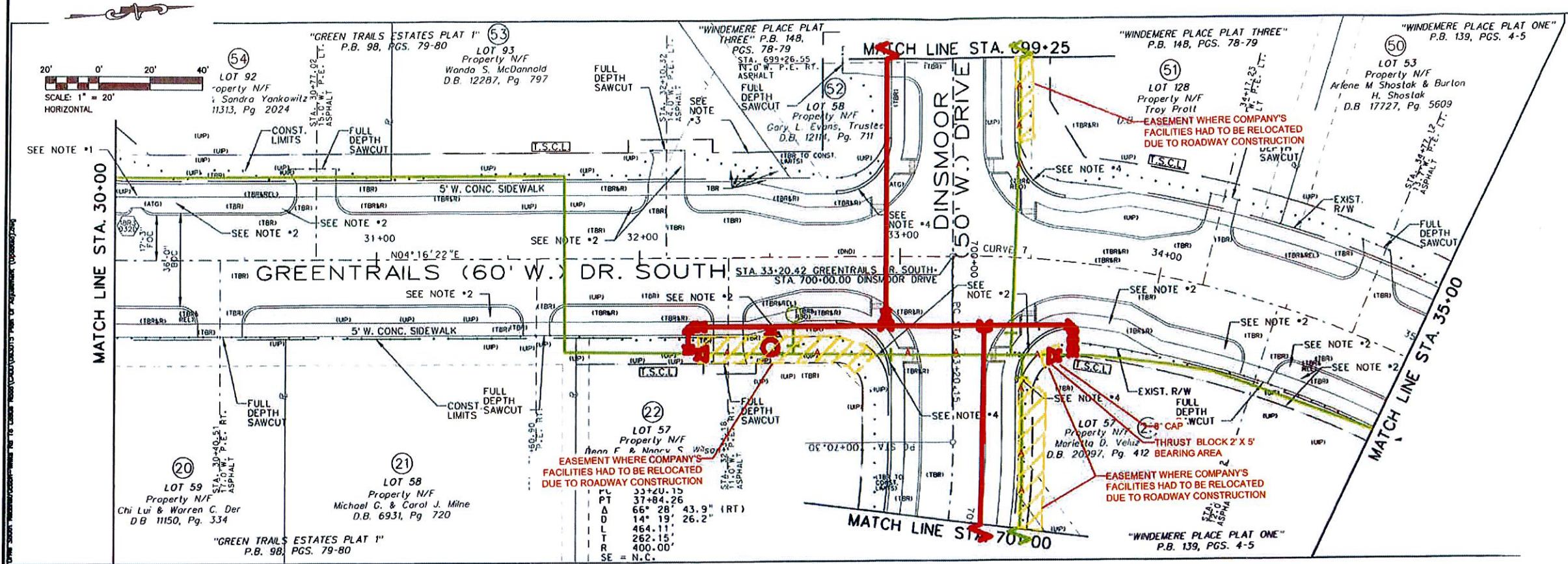
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Records supporting the actual cost of relocations will be available in our Accounting Department at our offices at 727 Craig Road, St. Louis, MO 63141.

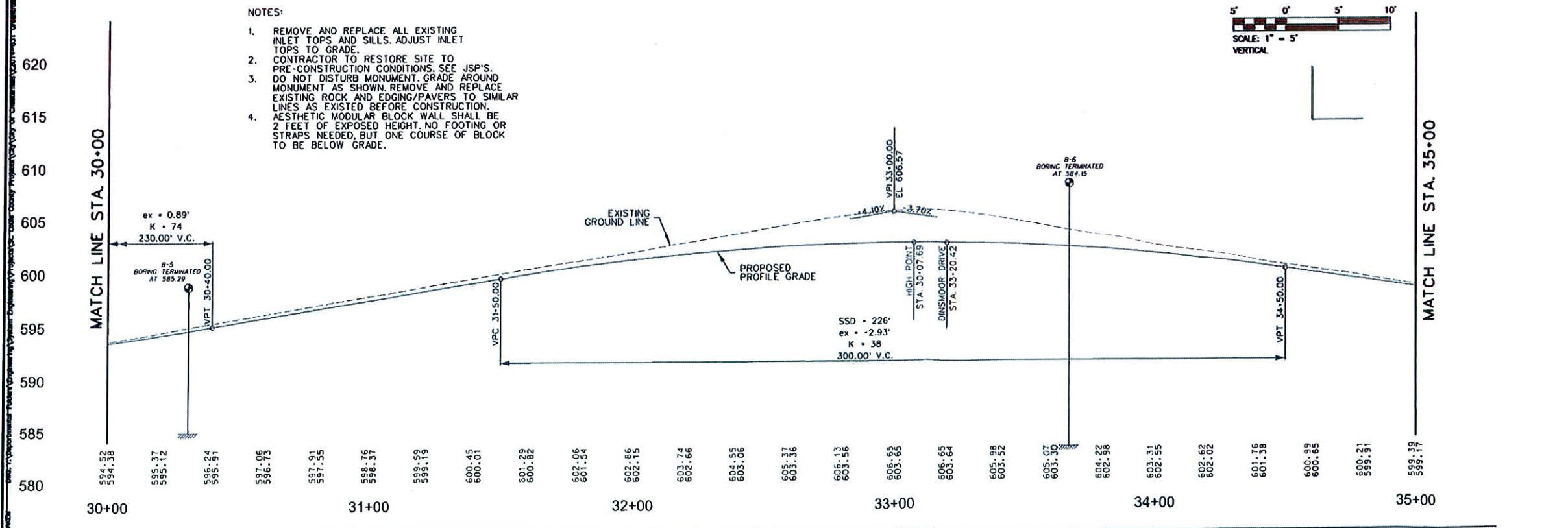
If American Water Company, at its option, recovers material for reuse from the existing facilities, credit shall be allowed for the salvage of materials in accordance with the practice followed by the Company in this regard.

Reimbursement Percentage (per Agreement)	=				62.87%
Footage to Relocate, Reimbursable	=				272 ft.
Total Footage to Relocate	=				433 ft.
Footage Adjustment Factor	=				62.87%
Cost for Relocating with Same Size Main	=		\$147,774.80		
Cost for Relocating with Actual Size Main	=				#N/A
Cost Adjustment Factor	=				100.00%
Adjusted Percent Reimbursable	=				62.87%
(Footage Factor X Cost Factor)					
Total Installed Pipe	=				523.39
Cost per Foot	=				\$282.34

EXHIBIT C



- NOTES:
1. REMOVE AND REPLACE ALL EXISTING INLET TOPS AND SILLS. ADJUST INLET TOPS TO GRADE.
  2. CONTRACTOR TO RESTORE SITE TO PRE-CONSTRUCTION CONDITIONS. SEE JSP'S. DO NOT DISTURB MONUMENT GRADE AROUND MONUMENT AS SHOWN. REMOVE AND REPLACE EXISTING ROCK AND EDGING/PAVERS TO SIMILAR LINES AS EXISTED BEFORE CONSTRUCTION.
  3. AESTHETIC MODULAR BLOCK WALL SHALL BE 2 FEET OF EXPOSED HEIGHT. NO FOOTING OR STRAPS NEEDED, BUT ONE COURSE OF BLOCK TO BE BELOW GRADE.



PROJECT: GREEN TRAILS DR SOUTH RECONSTRUCTION WATER MAIN RELOCATION  
 TITLE: CHESTERFIELD, MISSOURI

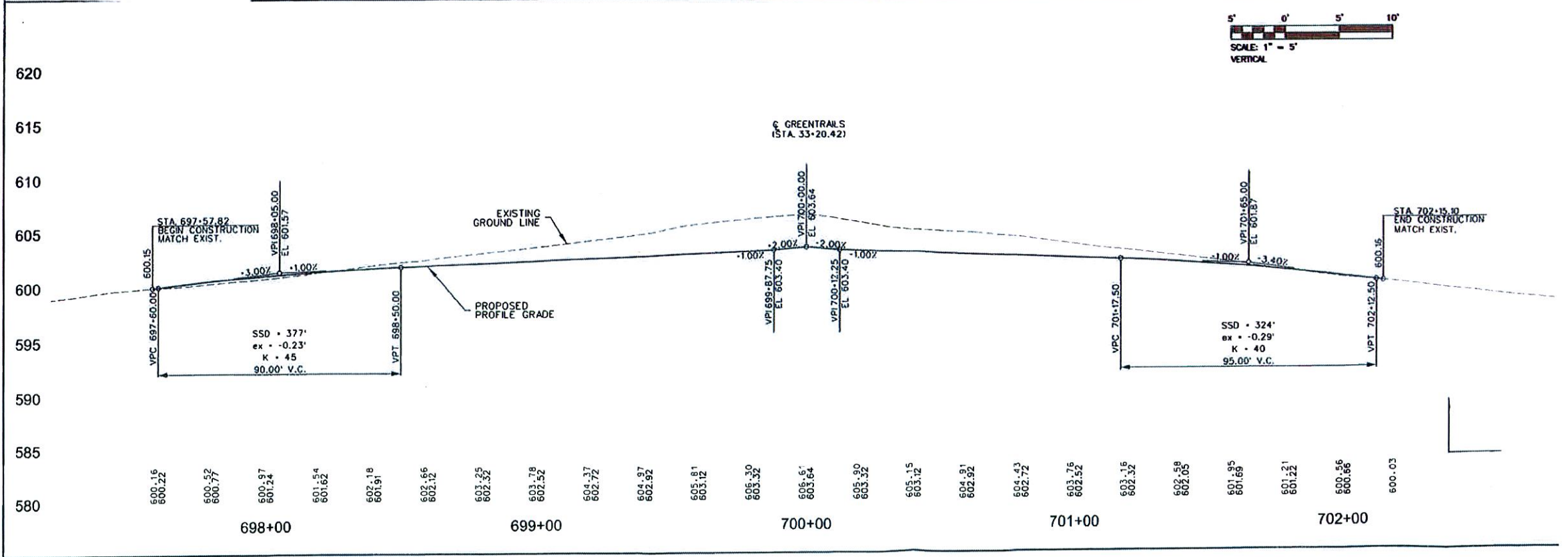
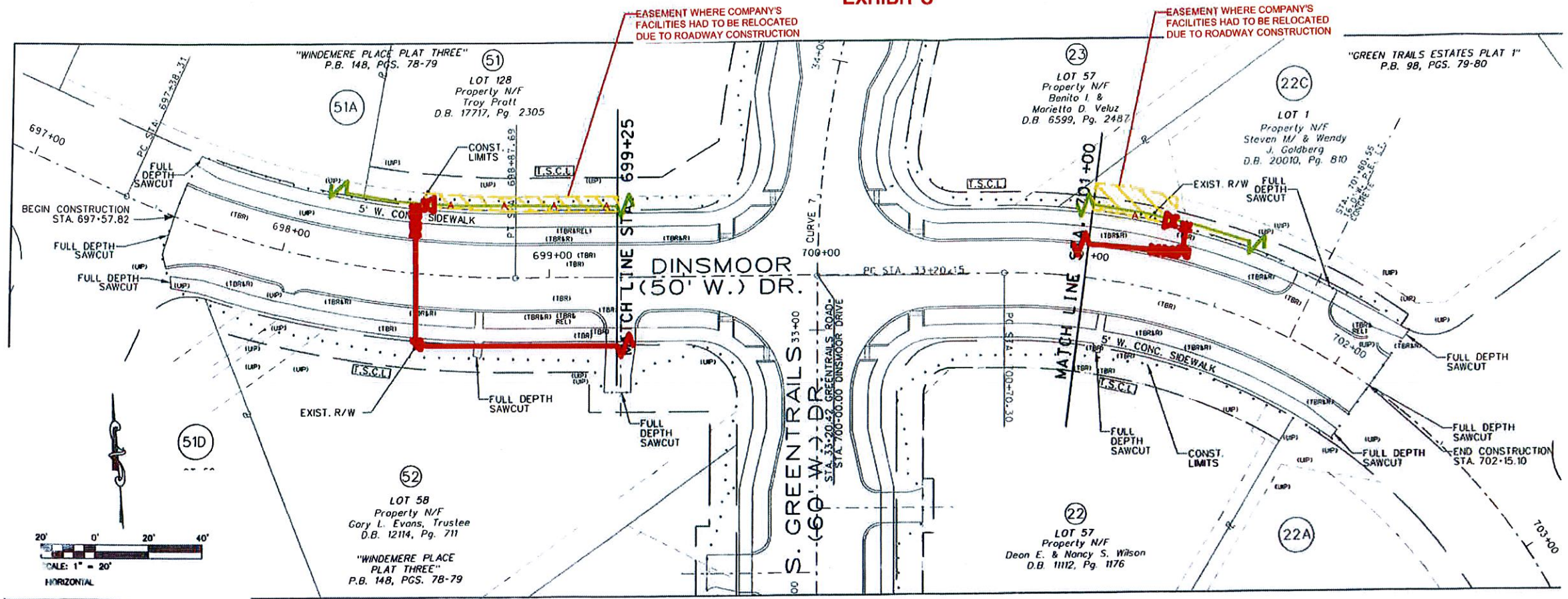
NO.	DATE	INT.	REVISIONS



ENGINEERING DEPARTMENT - 727 CRAIG ROAD, ST. LOUIS, MISSOURI 63141

ENGR. JOB #	02044201
W.D. #	R17-0201 15-F-0033
DATE	01/20/2015
DRAWN BY	MIR
CHECKED BY	GW
APPROVED BY	GW
MAP GRID	17R
SHEET	3 OF 6

**EXHIBIT C**



GREEN TRAILS DR SOUTH RECONSTRUCTION  
 WATER MAIN RELOCATION  
 WELDON SPRINGS, MISSOURI

NO.	DATE	INT.	REVISIONS

MISSOURI  
**AMERICAN WATER**  
 ENGINEERING DEPARTMENT - 177 CRUICK ROAD, ST. LOUIS, MISSOURI 63141

ENGR. JOB #	C201461
W.O. #	R17-0201-15-P-003
DATE	8/18/2015
DRAWN BY	MR
CHECKED BY	GW
APPROVED BY	GW
MAP GRID	17E
SHEET	6 OF 6

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