



2007 Missouri Quality Award Winner

December 1, 2008

2009 Awards for Excellence Committee:

The implementation of “Practical Design” has provided a great opportunity for our District to showcase our ability to innovate and meet our customers’ transportation needs in the most cost effective manner possible. The project to provide a temporary ferry service at Glasgow, MO, during the partial replacement of the Glasgow Bridge, is an excellent example of the North Central District’s ability to employ innovation and teamwork to meet the needs of our customers while providing a cost-effective solution for replacing a major bridge.

### **Project Purpose and Need**

The project to provide a temporary ferry service at Glasgow came about as an offshoot of the larger project to provide partial replacement of the Glasgow Bridge over the Missouri River. Replacement of the superstructure of this major river crossing provided significant cost savings over the traditional solution of complete replacement; however, it meant closing the bridge for a period of twelve months. The Glasgow Bridge provides an important link between the City of Glasgow and nearby communities like Gilliam, Slater and Marshall. Many area residents live on one side of the river and work on the other, or rely on the river crossing for access to shopping, medical care, or other necessities. Bridge closure imposes a substantial hardship on those customers since using the nearest Missouri River crossing at Booneville requires a sixty-six mile detour. During the public involvement process, area residents made clear their need for a solution that would allow continued access across the river, and without which public support for the Glasgow Bridge project would have been difficult or impossible to obtain.

### **Project Innovation and Teamwork**

The project team evaluated a number of possibilities for providing an alternate transportation solution, including provision of a shuttle service, using the adjacent railroad bridge, and using amphibious vehicles. The Central Office Multimodal section was consulted for information on costs and potential providers, and a Request for Information was published in newspapers and periodicals through cooperation with the Central Office General Services-Procurement section. Eventually, the team determined a vehicle ferry service was the only practical solution, and the search for a ferry provider began. District and Central Office Procurement staff teamed together to develop a Request for Bids and prepare for a special bid opening in April 2008, only two months before potential closure of the Glasgow Bridge.

Because of the unusual nature and critical timing of this project, extensive coordination was required between Central Office Transportation Planning, the Commission Secretary’s Office and the Federal Highway Administration to secure the necessary federal funding for the project. Planning developed a detailed timeline to insure each step in the process was completed as necessary. Two responsive bids were

received and the contract was awarded to Calhoun Ferry Company at the Commission's April 2008 meeting at a cost of \$1,700,000.

In addition to the MoDOT sections noted above, support and coordination were also provided by Design's Environmental and Bidding & Contract Services sections, Chief Counsels Office, Controllers Division, Resource Management Division, and Risk Management. Central Office and District Traffic also created signs for the ferry service. Providing the ferry service was truly a MoDOT "One Team" effort, requiring the District to work closely with everyone (or so it seemed) in the Central Office throughout the process, and is a great example of what MoDOT can accomplish when everyone is pulling in the same direction.

The project also required cooperation from agencies and organizations outside MoDOT, especially the Missouri Department of Conservation (MDC) and the City of Glasgow. Access to the ferry service is provided by two existing boat ramps on either side of the river at Glasgow. The ramp on the west bank is privately owned. The ramp on the east bank is part of Stump Island Park, which is owned by the City and maintained and operated by MDC. Agreements were executed with both the City and MDC to allow access through the park and use of the eastern boat ramp. Because federal Land and Water Conservation Funds had been used in development of the park, approval was also required from the Missouri Department of Natural Resources and the US Fish and Wildlife Service. The ferry contractor is a family-owned and operated business, provided input on the requirements included in the RFB and has been very responsive to the needs of the community and MoDOT.

Funding the ferry service was a difficult task from the beginning, and local participation in the cost of the service was deemed a necessity. A Glasgow Alternate Transportation Committee was created, comprised of area community and business leaders, to advise MoDOT on the ferry service hours and capacity and to develop buy-in from the community for the fare structure that provides local participation in the cost of the service. Ferry usage has exceeded expectations, averaging almost 3,000 passengers per week. Because the project team was able to obtain local participation in the form of the fares, the ferry is now expected to recoup over \$500,000 that will reduce MoDOT's cost of providing the service.

Primarily due to provision of the ferry service, public sentiment toward the Glasgow Bridge project has been overwhelmingly favorable, as evidenced by City of Glasgow holding a parade to celebrate the day of the bridge closing. The ferry service has been a resounding success, not only in providing a way to get across the river during construction of the Glasgow Bridge, but also in the way in which MoDOT, the community, other agencies, the bridge design consultant, the ferry contractor, and the bridge contractor have worked together to find a solution that benefits all involved.

The Glasgow ferry service has been a critical component of the success of the larger bridge project, which allowed MoDOT to keep the Glasgow Bridge in service for years to come, and is a testament to the innovation and teamwork that is typical of today's MoDOT.

Sincerely

Daniel Niec, P.E.  
District Engineer

# 2009 APPLICATION FORM

(required for each entry)

Complete this section for (check one):  **Small Project**  **Large Project**  
 **Post-Design Solution**  **Off System Project**

Job No. J2P0793B Route 240 County / LPA Saline/Howard

Description (attach separate sheet if necessary) Project to provide a ferry service on the Missouri River at Glasgow, MO, during closure of the Glasgow Bridge while partial replacement of the bridge is under construction.

Complete this section for: **Process Improvement**

Process or Product \_\_\_\_\_

Description (attach separate sheet if necessary) \_\_\_\_\_

Project Leader Brian Haeffner

Key Team Members (include key personnel irrespective of employer-nine individuals maximum)

Jason Monnig – Glasgow ATC Tammy Wallace - MoDOT Bryan Ross - MoDOT

Sherrie Turley - MoDOT Denise Knight – Calhoun Ferry Co. Dennis Brucks - MoDOT

Leann Kotwittz - MoDOT Bill Noyes - MoDOT

Project Budget:

Initial Cost / Estimate \$ 2,000,000 Final Cost / Award \$ 1,200,000 (projected)

What would make this entry stand out from the rest of the entries when considering MoDOT's practical design philosophy? (In layman's terms - 200 words or fewer-attach separate sheet if necessary) \_\_\_\_\_

Providing a ferry service was a critical component in the success of the project to partially replace the Glasgow Bridge, but had never before been attempted by MoDOT. Securing the funding, preparing the request for bids and holding a special bid opening and working with the community and other agencies to get the ferry service in place required an unusually high degree of coordination and cooperation between various MoDOT divisions and outside agencies.

Send entries to: MoDOT Design Division, ATTN: Joe Jones  
1320 Creek Trail Dr., Jefferson City, Missouri 65109

**ALL ENTRIES MUST BE RECEIVED NO LATER THAN CLOSE OF BUSINESS ON DECEMBER 1, 2008**



[From www.fayettenewspapers.com](http://www.fayettenewspapers.com)

The online edition of The Fayette Advertiser and The Democrat-Leader

## LOCAL NEWS

### Glasgow ferry service is a 'go'

Apr 7, 2008

The Missouri Highway Department opened contractor bids Friday morning to provide a ferry service at Glasgow during the upcoming bridge closure and service appears to be a go.

Two bids were received and the Calhoun Ferry Co. of Illinois submitted the apparent low bid at \$1.7 million.

Receiving bids was the next step in determining whether the private sector had an interest in providing a ferry service and what the actual cost of the service would be.

The bids will be reviewed and considered for award by the Missouri Highway and Transportation Commission Wednesday. If a bid is awarded April 9, the chosen contractor will have 15 days to sign the contract then will be given a notice to proceed.

It is the intention that the ferry service will be in place by the time the bridge is closed to traffic, which is planned for mid-summer.

Sen. Bill Stouffer, R-Napton, meanwhile has announced there is money to fund a ferry while the Glasgow bridge is closed for repairs.

"This happened after months of extensive work with local leaders and MoDOT officials to find a solution to getting across the Missouri River while the bridge receives much needed renovations over the next year," he said.

"I couldn't be more pleased," said Stouffer. "There were some tense times, but our work has paid off. I'm happy to say things will continue close to normal while the Glasgow bridge gets fixed."

The original estimate was around \$2 million for a 12-hour-a-day, seven-day-a-week ferry to carry people and vehicles across the Missouri River while the bridge is closed for repairs. The bids came in under that ceiling. They'll be presented to the Missouri Highways and Transportation Commission on April 9. The Glasgow bridge is set to be closed for 15 months, starting on June 1.

"There are countless folks to thank for this," said Stouffer. "A few of them were on hand for our announcement today."

"On behalf of the Alternative Transportation Committee and the people of Mid-Missouri whom we serve, I would like to thank Sen. Stouffer for his ardent support of our committee's efforts to minimize the impact of the Glasgow bridge closure by securing a viable alternative transportation option. Stouffer's involvement has had a profoundly positive impact on this project, and he should be commended for his efforts," said Jason Monnig, chairman of the Alternative Transportation Committee and local businessman.

"Sen. Stouffer is a leader in the transportation industry in this state. It was a joy to work with him and his staff on this project; he communicated the local need for this funding with passion and commitment to the people he represents" noted Pete Rahn, director, MoDOT.

"On behalf of the Glasgow Chamber of Commerce, we would like to express our gratitude and appreciation to Sen. Stouffer and his team for their dedication and support in securing a ferry for the region. This could have turned out to be an economic disaster for the region and with Sen. Stouffer's support, we will hopefully NOT see that," commented Stephanie Fuemmeler, local businessowner and chamber president.

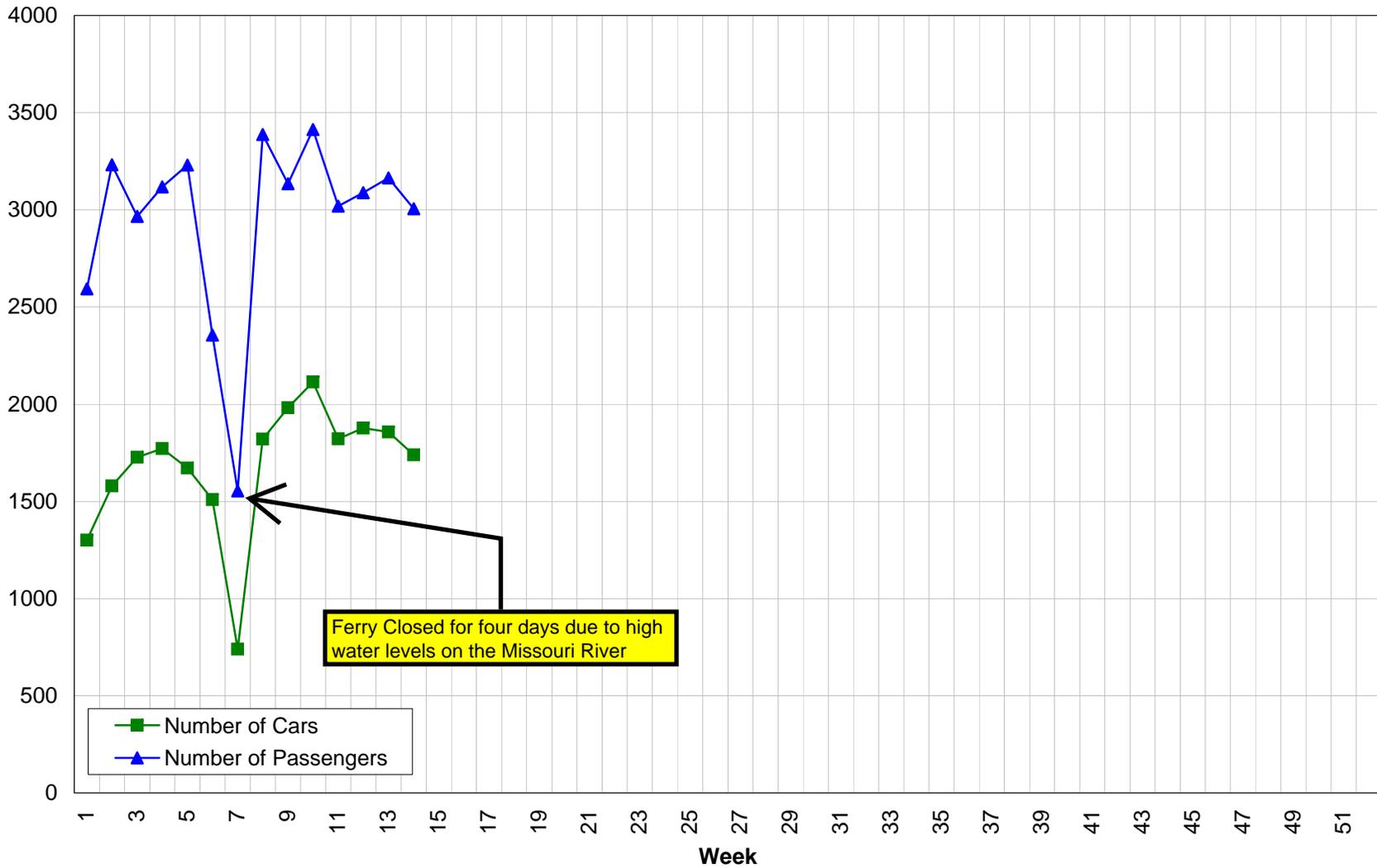
"We are excited about the bids received today from contractors interested in providing a ferry service to the citizens of Glasgow and the surrounding communities. The bids will be presented to the Missouri Highways and Transportation Commission for consideration at their regular meeting on April 9. I am hopeful the commission will approve the low bid, which would be the final step in bringing this alternate transportation service to the community," said Brian Haeffner, design engineer.

"I appreciate Sen. Stouffer's support of this very innovative solution chosen for the Glasgow Bridge. His dedication to his constituents was very evident as he actively led the effort to secure funding to provide a ferry service to this community. We also thank the Glasgow Alternative Transportation Committee and other state and local officials who supported this process. We look forward to delivering this project that, when completed, will be a significant improvement to our transportation system for years to come."

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# Glasgow Ferry Users





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03/28/2008 08:33 AM

To  
cc  
bcc  
Subject



Missouri

Quality Award  
Winner

2007

**North Central  
District**

*For more information, contact Design Engineer Brian Haeffner at 660-385-8620*

March 28, 2008

#### **Bids Advertised for Ferry Service at Glasgow**

MACON - On Friday, March 21, MoDOT advertised a Request for Bids (RFB) to provide a ferry service at Glasgow during the upcoming bridge closure. Following a required two-week advertising period, MoDOT will open bids for the service on April 4 at 10:00 a.m.

"Receiving bids is the next step in determining whether the private sector has an interest in providing a ferry service and what the actual cost of the service would be. Once we know what the ferry service will cost, we will be in a position to determine how much funding will be needed and whether the service is affordable," said MoDOT District Engineer Dan Niec.

MoDOT had previously worked with the Glasgow Alternate Transportation Committee, made up of representatives of the community, to determine the details of the proposed service. The RFB requires the ferry to operate 12 hours per day, 7 days per week. The service will operate from 6:30 am to 6:30 pm, and will be capable of transporting at least 12 passenger cars per trip. A fare of \$6 will be charged for each passenger vehicle and \$24 for oversize vehicles.

The over \$14 million project was awarded in January. The current timeline as the project moves forward is:

Begin Bridge Closure Window	June 1, 2008
Maximum Bridge Closure Days	365 calendar days
End Bridge Closure Window	Sept. 1, 2009
Project Completion Date	Dec. 31, 2009

For more information contact the MoDOT District 2 Customer Service Center toll-free at 1-888-ASK MoDOT (275-6636). The center is open Monday-Friday, 7:30 a.m. to 4:00 p.m. or visit our website at <http://www.modot.org/northcentral>.

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04/04/2008 11:28 AM

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Subject



Missouri

Quality Award  
Winner

2007

**North Central  
District**

*For more information, contact Design Engineer Brian Haeffner at 660-385-8620.*

April 04, 2008

#### **Ferry Service at Glasgow One Step Closer**

MACON - Today at 10:00 a.m. MoDOT opened contractor bids to provide a ferry service at Glasgow during the upcoming bridge closure. Two bids were received and Calhoun Ferry Company submitted the apparent low bid at \$1.7 million.

Receiving bids was the next step in determining whether the private sector had an interest in providing a ferry service and what the actual cost of the service would be. The bids will be reviewed and considered for award by the Missouri Highway and Transportation Commission on April 9.

If a bid is awarded April 9, the chosen contractor will have 15 days to sign the contract then will be given a notice to proceed. It is the intention that the ferry service will be in place by the time the bridge is closed to traffic, which is planned for mid-summer.

"Senator Stouffer, who has been behind the project since day one, will hold a press conference at 5:30 today near the bridge," said District Engineer Dan Niec. "We sincerely appreciate the Senator's support and the support of everyone who has been involved with this process; and we are anxious to begin construction."

Timeline as the project moves forward is:

Begin Bridge Closure Window -- June 1, 2008

Maximum Bridge Closure Days -- 365 calendar days

End Bridge Closure Window -- Sept. 1, 2009

Project Completion Date -- Dec. 31, 2009

For more information contact the MoDOT District 2 Customer Service Center toll-free at 1-888-ASK MoDOT (275-6636). The center is open Monday-Friday, 7:30 a.m. to 4:00 p.m. or visit our website at <http://www.modot.org/northcentral>.

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05/20/2008 08:41 AM

To

cc

bcc

Subject Contract Complete for Ferry Service at Glasgow Date Set for  
Bridge Closure

History:

 This message has been forwarded.

North Central District

For more information, contact Design Engineer Brian Haeffner at 660-385-8620.

May 20, 2008

Contract Complete for Ferry Service at Glasgow Date Set for Bridge Closure

MACON - A contract has been executed with Calhoun Ferry Company to operate a ferry service at Glasgow during the upcoming bridge closure. The company was awarded the \$1.7 million contract last month and will now be granted a notice to proceed by the Commission.

Calhoun's ferry is 34' wide by 90' long, can transport up to 80 tons at a time and can handle 15 typical passenger cars per trip. Additionally, emergency vehicles, combines, road tractors, school buses and other larger vehicles can be transported. The ferry will operate seven days a week from 6:30 a.m. until 6:30 p.m. The ferry will operate continuously during these hours when demand exists on either side of the river.

The cost of the ferry service is \$8 per one-way trip for passenger vehicles if tickets are purchased at the ferry. Oversize vehicles will require four tickets per trip (\$32 if purchased at the ferry). Tickets will also be available for purchase from the City of Glasgow at a reduced cost of \$6 per ticket.

The contractor performing the partial replacement of the bridge, Jensen Construction, Inc., plans to close the bridge to traffic beginning Monday, August 4. The ferry service will be in operation when the bridge closes.

Timeline as the project moves forward is:

*Bridge Closed to Traffic	August 4, 2008
*Maximum Bridge Closure Days	365 calendar days
*Bridge Opened to Traffic	August 4, 2009
*Project Completion Date	Dec. 31, 2009

For more information, contact the MoDOT District 2 Customer Service Center toll-free at 1-888-ASK MoDOT (275-6636). The center is open Monday-Friday, 7:30 a.m. to 4:00 p.m. or visit our website at <http://www.modot.org/northcentral>.

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08/15/2008 03:52 PM

To

cc

bcc

Subject Success on the Missouri River at Glasgow

North Central District

1-888-275-6636

August 15, 2008

Success on the Missouri River at Glasgow

MACON - The ferry service at Glasgow kicked off on Monday, August 4 when the Missouri River Bridge was closed to traffic for rehabilitation. Information gathered from the ferry company indicates the service has been successful these first two weeks, with over 200 vehicles and nearly 400 passengers per day on average using the service.

The fare for the service is \$8.00 per one-way trip for passenger vehicles if the ticket is purchased on the ferry. MoDOT set the fare structure with input and approval from the city of Glasgow and the Glasgow Alternative Transportation Committee. The cost is equivalent in today's dollars to the \$3.00 fare charged in 1987 when the community provided a similar ferry service, and the price of gasoline was less than \$1.00 per gallon.

To help offset the cost of the service to individuals, MoDOT encourages carpooling. The \$8.00 fare is per vehicle; there is no additional charge for the number of passengers. Also, discounted tickets are available at the city of Glasgow and other locations for \$6.00 per one-way trip.

With a cost of over \$1.7 million to provide the ferry service, at the current usage rates MoDOT estimates it will recover only about 25% of the cost from the passenger fares.

MoDOT reminds motorists the ferry is a passenger vehicle service only. The access area on the west side of the river is a construction work zone and hardhat area. To keep the public safe and give the contractor ample room to work there is no parking on the west side of the bridge. MoDOT cannot allow individuals to walk on to the ferry.

Visit the website at

<http://www.modot.mo.gov/northcentral/glasgowbridgeproject.htm> for information on the ferry service and to view the web cam to follow the project from demolition through construction.

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11/19/2008 01:45 PM

To

cc

bcc

Subject Glasgow Ferry Service Benefiting Commuters Fares reduced  
for mid-sized vehicles

North Central District  
Construction Engineer Dennis Brucks 660-385-3176

November 19, 2008

Glasgow Ferry Service Benefiting Commuters Fares reduced for mid-sized  
vehicles

MACON - After three months on the river, the ferry service at Glasgow has  
proven to be successful, and a benefit to both commuters and the community.

First quarter totals show that during August, September and October over  
22,000 vehicles and 38,000 passengers used the service to cross the Missouri  
River while the bridge is under construction.

While reviewing these totals to see how the ferry service is operating, MoDOT  
also looked at the fare structure and has made an adjustment on the cost for  
mid-sized vehicles and vehicles pulling trailers.

Beginning today, the cost for any single vehicle or a vehicle pulling a  
trailer, whose overall length is less than 50 feet, will only require one  
ticket (or \$8 if tickets purchased on the ferry) for a one-way trip across the  
river. Previously the \$8 fare covered only vehicles 20 feet or less in  
length.

"The cost adjustment will simplify the fare structure and decrease costs for  
daily delivery vehicles and other mid-sized vehicles," said District Engineer  
Dan Niec. "By increasing the length to 50 feet, we will eliminate any  
confusion on the cost of using the ferry service for vehicles pulling  
trailers."

Tickets may still be purchased at the Glasgow city office as well as other  
businesses in the community and the surrounding area for \$6.00 per ticket.

For more information, or to view a video of the ferry in operation, visit our  
website at [www.modot.mo.gov/northcentral/glasgowbridgeproject](http://www.modot.mo.gov/northcentral/glasgowbridgeproject).

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# Proposed Glasgow Bridge Improvements

## Results of Traffic Study

Origin and Destination Survey May 30-31, 2007

Automatic Counts June 4-8, 2007

Current Traffic Volume: 1198 vehicles per day

Peak Hour: 129 vehicles per hour

88% Passenger Vehicles (1054 vpd)      12% Trucks (144 vpd)

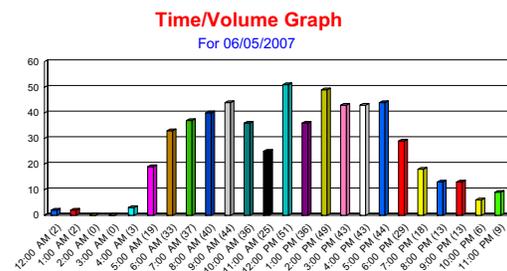
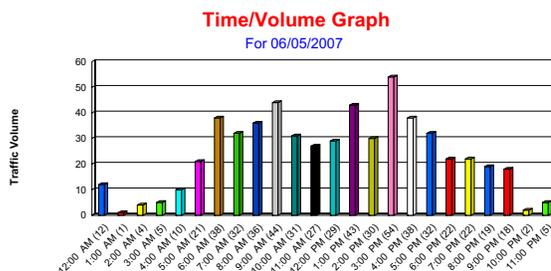
45% of trips are for an essential purpose (work or school)

50% of trips are performed daily

### Traffic Volumes by hour

Westbound Lanes

Eastbound Lanes





# Proposed Glasgow Bridge Improvements

## Alternative Transportation Solutions

MoDOT continues to investigate alternative transportation solutions to provide access across the river during the proposed bridge closure. Estimated costs are shown below, but funding for these solutions remains an issue. We are working with the community and researching all available means, including potential Federal funding, to find a way to provide some type of service across the river while the bridge is closed.

### Currently being pursued (in order of community preference)

<u>Service</u>	<u>Cost</u>	<u>Schedule</u>
1) Vehicle ferry	\$2.0 M	12 hours/7 days
2) Passenger rail	unknown	unknown
3) Shuttle service	\$0.25 M	12 hours/5 days
4) Amphibious vehicle	\$0.15 M	to be determined

### Other options that have been considered

Motorcoach service	\$1.25 M	morning, noon, evening
Passenger ferry	\$1.4 M	12 hours/7 days
OATS, Inc. service	n/a	
Sunset Tours	n/a	
Private watercraft		
Private carpools		





**Machelle B  
Watkins/SC/MODOT**  
03/18/2008 08:01 AM

To: Rebecca L Jackson/SC/MODOT@MODOT, Daniel C  
Niec/D2/MODOT@MODOT, David B  
Nichols/SC/MODOT@MODOT, Jay  
cc  
bcc  
Subject: Fw: Glasgow Bridge Ferry Boat Service STIP Amendment

Here is the revised time line for this project. We added the notification of STIP amendment approval and FHWA obligation of funds to GS on March 20, 2008.

Note: Dave and Kevin are exploring the possibility that the Commission could grant authority for Kevin to approve the award of this project and execute this contract. If that is possible then it would be ratified at the April 9, 2008 Commission Meeting rather than presented for award approval. I'll keep you posted on what I hear.

#### TIME LINE

March 17, 2008 - Transportation Planning completes Commission Backup (regular agenda item) and submits to through the standard channels to ensure it arrives in the Commission Secretary's Office

March 17, 2008 - Transportation Planning completes the letter from Pete Rahn to FHWA and FTA requesting approval of the STIP amendment. This letter will be dated March 20, 2008.

March 19, 2008 - Sharon will secure Pete's signature on the letter to FHWA and FTA. Sharon will call Bryan Ross in Transportation Planning. Bryan will pick up the letter and hold it until Commission approval is received.

March 19, 2008 - at noon, the Commission Secretary's office sends STIP amendment request to the Commission by fax and the special meeting is posted for 24 hours.

March 20, 2008 - at noon, the Commission Secretary's office calls Bryan Ross in Transportation Planning advising that Commission approval has been secured.

March 20, 2008 - at 12:30 Bryan Ross in Transportation Planning hand delivers the letter from Pete Rahn to FHWA (and faxes to FTA) requesting federal approval of the STIP amendment. FHWA gives verbal approval to amend the STIP. The written approval will follow. Brad McMahon will be FHWA's contact for this action.

March 20, 2008 - Kirk Boyer will provide FHWA's financial authorization to incur costs on this project.

March 20, 2008 - Bryan Ross/Todd Miller to contact Rebecca Jackson in GS confirming FHWA approval of STIP amendment. Doug Hood to contact Rebecca Jackson in GS confirming FHWA obligation of funds.

March 21, 2008 - General Services advertises the RFB for the Glasgow Bridge Ferry Boat Service.

April 4, 2008 - Bids are accepted on the Glasgow Bridge Ferry Boat Service.

April 4, 2008 - by 4:00 PM Back-up and recommendations are faxed to the Commission for review.

April 9 2008 - Recommendations for acceptance/rejection of bids made to Commission at regular April meeting.

I will be at the TEAM conferenc through Thursday. If you have and questions, feel free to give me a call on my cell at 570 361 1111.

Thanks,  
Machelle

CCO Form: DE07  
Approved: 07/97 (DPP)  
Revised: 02/07 (MRA)  
Modified: 03/14 (MRA)

Route: 240  
County: Howard/Saline  
City: Glasgow  
Job No.: J2P0793B

**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 Glasgow, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 240 in Howard/Saline County as part of the State Highway System;

WHEREAS, the parties desire the provision of a ferry service during the period of bridge closure required due to improvement or reconstruction of Bridge No. G0069 on Route 240, also known as the Glasgow Bridge over the Missouri River; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction 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 City in the cost of the Commission's public improvement for Route 240, in the Counties of Howard and Saline, designated as Job No. J2P0793B. This public improvement will involve provision of ferry service to mitigate the effects of bridge closure due to partial replacement of the Glasgow Bridge, Bridge No. G0069.

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

The ferry service will operate between the existing boat ramp at Stump Island Park on the east bank of the Missouri River at Glasgow, located in Section 16, Township 51 North, Range 18 West, and the existing boat ramp at a temporary easement obtained by the Commission for this purpose on the west bank, located in Section 9, Township 51 North, Range 17 West. Both ramps are located downstream of Bridge G0069.

The general location of the public improvement for Route 240 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) USE OF RIGHT-OF-WAY: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(4) COMMISSION REPRESENTATIVE: The Commission's District Engineer for the North Central District (District 2) 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) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed project specifications. This includes design, letting of project, and inspection of project. The project specifications shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will facilitate and maintain access to the ferry operation on the west side of the Missouri River. The City shall maintain access to the ferry operation on the east side of the Missouri River through Stump Island Park.

(C) The Commission will be responsible for letting the work for the ferry service, which includes advertising the project for bids and awarding the ferry service contract. The Commission will solicit bids for the ferry service contract in accordance with project specifications developed by the Commission, or as the project specifications may from time to time be modified in order to carry out the work as contemplated. The Commission reserves the right to not award a contract for ferry service if there is a lack of response to the bid proposal or if the Commission determines the bids received are considered excessive. This entire agreement shall be null and void if the Commission does not award a contract for ferry service.

(D) The Commission will be responsible for provision of the ferry service, which includes administration of the contract and inspection of the work. The project shall be performed in accordance with and conform to Commission requirements. The Commission will provide signing for the ferry service as the Commission deems necessary.

(E) The City grants the right to use the right-of-way of public roads, streets, and alleys including the entrances, parking areas and boat ramp at Stump Island Park as necessary for provision of the ferry service.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of providing the ferry service is two million dollars (\$2,000,000).

(B) The Commission will utilize federally allocated Surface Transportation Program (STP) funds (toll bridge credits) to pay for the actual project costs. In addition, the Commission will also be responsible for the costs associated with administration of the contract and inspection of the work performed by the contractor, at no cost or expense to the City.

(7) DUTIES OF THE CITY:

(A) The City shall sell ferry tickets at a fee of \$6 each for the duration of the bridge closure, currently expected to be twelve (12) months beginning approximately June 30, 2008. The fare structure for the ferry service will be six dollars (\$6) for passenger vehicles under twenty feet (20') in length, twenty-four dollars (\$24) for passenger vehicles twenty feet (20') in length or longer, and twenty-four dollars (\$24) for all other vehicles, regardless of length.

(B) Tickets will be non-refundable. Tickets will be printed by the Commission and provided to the City at no cost or expense to the City in lots of five thousand (5000) tickets. The City shall provide a signed statement acknowledging receipt of each lot of tickets. Upon completion of the ferry service, the City shall return any unsold tickets to the Commission. The City shall be responsible for remittance of fees at the rate of six dollars (\$6) per ticket for all tickets provided to the City less the number of unsold tickets returned to the Commission following completion of the ferry service.

(C) On a monthly basis, the City shall provide the Commission a report of the number of tickets sold and remit fees collected. The remittance shall be from City funds, payable to:

"Director of Revenue-Credit State Road Fund"  
Controller's Division  
P.O. Box 270  
Jefferson City, MO 65102

The Commission will credit these remitted fees back to the federal Surface Transportation Program (STP) funds account.

(8) AUDIT OF RECORDS: The City must maintain for audit and inspection all records relating to this Agreement, including but not limited to reports of tickets sold, receipts, and deposits. The records must be available at all reasonable times at no charge to the Commission, the Federal Highway Administration (FHWA), the Missouri

State Auditor, and/or their representatives or designees during the period of this Agreement and any extension, and for three (3) years from the date of final services under this Agreement. In the event the City fails to comply with this record keeping and retention provision, the Commission shall impose such contract sanctions as it may determine to be appropriate.

(9) 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.

(10) 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.

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

(12) 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.

(13) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration (FHWA) and is further subject to the availability of federal and state funds for this construction.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) CONTINGENT ON MISSOURI DEPARTMENT OF CONSERVATION APPROVAL: In light of an existing lease between the City and the Missouri Department of Conservation (hereinafter, "MDC"), if the City cannot promptly acquire approval from MDC for the Commission and its contractor to access and use the existing boat ramp at Stump Island Park in order to provide ferry service on the east bank of the Missouri River as above-described, then this Agreement shall become null and void.

*[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 GLASGOW, MISSOURI**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (Commission seal)

By \_\_\_\_\_

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

Title \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

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

Title \_\_\_\_\_

ATTEST: (City seal, if existing)

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

Title \_\_\_\_\_

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

Missouri  
Department  
of Transportation



Daniel Niec, District Engineer

North Central District  
Route 63  
P.O. Box 8  
Macon, MO 63552  
(660) 385-3176  
Fax (660) 385-4195  
Toll free 1-888 ASK MoDOT  
[www.modot.org](http://www.modot.org)



2007 Missouri Quality Award Winner

March 21, 2008

Mr. John Hoskins  
Director, Missouri Department of Conservation  
2901 West Truman Boulevard  
Jefferson City, MO 65109

Dear Mr. Hoskins:

The Missouri Department of Transportation (MoDOT) has awarded a contract for partial replacement of the Glasgow Bridge on Route 240 over the Missouri River. The project will require closure of the bridge for a period of approximately ten to twelve months. We are requesting the Department of Conservation's (MDC's) assistance in mitigating the impacts of the closure on the residents of Glasgow and the surrounding communities.

After analysis of a number of options for providing an alternative transportation service, the community has expressed an overwhelming desire for a ferry service. An agreement between MoDOT and the City of Glasgow (City) is in place to allow provision of the ferry service, but our plans depend on the use of the existing MDC boat ramp at Stump Island Park in Glasgow for a ferry landing on the east bank. The Environmental Assessment for the bridge project has already evaluated the environmental impacts of the proposed ferry service; all that remains is MDC approval of the use of Stump Island Park.

The ferry service is proposed to be operated for twelve (12) hours per day and seven (7) days per week. The initial hours of operation will be 6:30 am to 6:30 pm, with the ability to flex the starting and ending times by 1 hour. The ferry service will be continuous during those hours while demand exists. If no ferry traffic is waiting to use the service, the ferryboat will remain parked on the west bank so that the boat ramp at Stump Island Park is available for recreational use. A number of other measures are proposed to minimize the impact of the ferry operation on the primary uses of the park and ramp, including:

- The boat ramp will remain available for recreational use during those periods when the ferry is not operating or is waiting on the west bank.
- Ferry traffic will be separated from the normal recreational traffic.
- A designated waiting area for ferry users will be located to avoid conflict with recreational traffic.

- The City will enact an ordinance prohibiting parking by ferry users with the limits of Stump Island Park. Enforcement by City Police will be a priority.
- The City will provide appropriate signing to inform recreational users of the potential delays and conflicts with ferry service.
- Recreational users will be reminded of the river access available approximately 2 miles away at Lewis Mill Access.

We understand MDC is also concerned with any damage to the access road and to the ramp itself resulting from ferry use. The agreement between MoDOT and the City provides for maintenance of the access on the east bank by the City. The City has committed to repair any damages resulting to the facility based on joint inspections both prior to and following the ferry operation.

The contractor for our bridge project proposes to close the bridge in late June 2008. Because of the time required for a ferry operator to acquire equipment and mobilize to the location, we are on a very short timeframe. We have advertised a Request for Bids for ferry services today and plan to hold a bid opening on April 4, 2008. We respectfully request your authorization and approval of use of Stump Island Park and the boat ramp prior to April 4<sup>th</sup> to avoid being forced to delay the bid opening. Any delay will jeopardize our ability to get the ferry service in place before the bridge is closed.

Please feel free to contact Brian Haeffner at 660-385-8620 if you have any questions or need additional information. We thank you for your cooperation and look forward to working with MDC on this and future projects.

Sincerely,



Daniel Niec, P.E.  
North Central District Engineer

bh

cc: Mr. Fred Foley, Mayor  
City of Glasgow



Parade in Glasgow to celebrate closing of the Glasgow Bridge and beginning of Bridge Project





CAUTION  
CHANGE IN GRADE  
USE AT OWN RISK

NOTICE  
FERRY SERVICE  
HAS PRIORITY

FERRY SERVICE  
6:30 AM - 6:30 PM









207 RW9

PLEASE REMEMBER TO  
LET BRIDGE  
GUARDIAN KNOW  
YOU ARE ON  
THE FERRY

PLEASE REMEMBER TO  
LET BRIDGE  
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YOU ARE ON  
THE FERRY