

CCO Form:
Approved: 7/02 (BDG)
Revised:
Modified:

**MAINTENANCE OF OFFICIAL WEIGH STATIONS
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Missouri State Highway Patrol (hereinafter, "Patrol").

WITNESSETH:

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

(1) **PURPOSE:** The purpose of this MOU is to update responsibilities for the shared maintenance of Official Weigh Station facilities throughout the state of Missouri in order to promote safe, efficient and effective operation of weigh stations.

(2) **GENERAL PROVISIONS:** The parties agree to the following general provisions:

(A) Weigh stations and surrounding grounds will be kept neat, clean and in good repair.

(B) The Commission will generally be responsible for exterior maintenance of the building. The Patrol will generally be responsible for interior maintenance of the buildings.

(C) The weigh station Patrol Commercial Vehicle Enforcement Supervisor will initiate an informal request to the local Commission Maintenance Area Supervisor when routine maintenance is necessary.

(D) The Patrol Troop Commanders shall contact the Commission's District Engineer by letter when requesting major improvements or up-grades.

(E) The Patrol and the Commission will conduct annual inspections to jointly review and discuss maintenance items.

(3) **COMMISSION RESPONSIBILITIES:** The Commission agrees to perform the following items of work:

(A) Maintain all utility supply lines, including:

- (1) Telephone – from pedestal or demark block to inside building;
- (2) Water – from meter/pressure tank to building shut-off valve, outside water, hydrants and supply lines;
- (3) Electrical – from meter to distribution panel in building;
- (4) Natural Gas – from meter/regulator to furnace; and
- (5) Liquefied Petroleum (LP) – from tank to furnace.

(B) Replace private well, pump, pressure tank, water conditioner and water heater when required.

(C) Maintain plumbing and sewage system in and below building floor and outside of building.

(D) Replace restroom and break room plumbing fixtures, faucets, and flush valves when no longer repairable.

(E) Replace heating/air conditioning unit, attic fan, water fountains, hand dryers and restroom exhaust fans when no longer repairable.

(F) Maintain building structures including repair and replacement of roof, exterior painted surfaces, doors and locks, door closures, windows, fixed wall and floor cabinets constructed with the building walls, wall tile, floor, floor tile and restroom partitions.

(G) Maintain all exterior area lighting and associated controls and wiring circuitry for ramps, parking areas, and curb lighting along static scale.

(H) Maintain all traffic signals and control circuitry, lane control signals and wiring circuitry loop detectors, piezo detectors and associated amplifiers and wiring circuitry.

(I) Maintain open/closed sign, associated controls and wiring circuitry.

(J) Maintain all signs associated with the weigh station including the changeable message scale weight sign and wiring circuitry.

(K) Maintain exterior underground lightning protection circuitry to luminaire poles and radio towers.

(L) Maintain static scale concrete surface, drain basin, scale pit and inspection pit sump pumps where applicable. Flush drain basin with water on an as needed basis. Maintain steel grating and supports adjacent to the static scale.

(M) Maintain all paved surfaces, curbs, drainage structures and retaining walls.

(N) Maintain all pavement marking, delineators, and raised pavement markers.

(O) Maintain all fencing, gates, guard cable, guardrail, impact attenuators, concrete traffic barrier and flagpole.

(P) Maintain grassed area around perimeter of weigh station in accordance with Commission mowing policy.

(4) PATROL RESPONSIBILITIES:

(A) Pay all operating and rental expenses for utilities including electrical, data transmission, telephone, gas, fuel oil, storage tanks, water and water conditioner filters and chemicals.

(B) Perform cleaning of building interiors, policing of outside area, mowing grass adjacent to buildings and disposal of trash.

(C) Maintain office furnishings, window blinds, awnings, floor safes, painted wall surfaces, supply furnace filters, American and state flags, light bulbs for interior fixtures and exterior flood lights attached to building, cleaning equipment and materials and paper products for restrooms.

(D) Provide preventative maintenance and servicing of heating/air conditioning units, attic fan, water fountains, hand dryers and restroom exhaust fans.

(E) Maintain, service, and repair restroom and break area plumbing fixtures and drains above the building floor, faucets, flush valves, and shut-off valves.

(F) Maintain scale building interior light fixtures, light bulbs, control switches, receptacles and associated circuitry.

(G) Maintain inspection building interior light fixtures, light bulbs, electric door openers and controls.

(H) Maintain all communication equipment and associated controls and circuitry including radio, radio tower and antennas, public address systems and paging horns, telephone and data transmission equipment.

(I) Maintain height detectors and associated circuitry and alarms.

(J) Maintain lightning protection equipment inside the scale building.

(K) Maintain all electrical, electronic and mechanical parts of the static scale including circuitry and control equipment, monitors, printers, load cells and check stays.

(L) Maintain all electrical, electronic and mechanical parts of the weigh-in-motion scale including communication equipment to the scale building, computer and interface equipment, and load cells.

(M) Maintain interface between scale instrument (indicator) and circuits to the variable message weigh display sign.

(5) AMENDMENTS: Any change in this Memorandum of Understanding, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Patrol and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Memorandum of Understanding. 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 MOU.

(7) PATROL REPRESENTATIVE: The Patrol's Superintendent is designated as the Patrol's representative for the purpose of administering the provisions of this Memorandum of Understanding. The Patrol's representative may designate by written notice other persons having the authority to act on behalf of the Patrol in furtherance of the performance of this Memorandum of Understanding.

(8) MISCELLANEOUS:

(A) All notices under this Memorandum of Understanding must be in writing and are validly sent if sent by overnight delivery or certified mail, return receipt requested, and shall be deemed received the third day following the date the notice is postmarked. Notices should be addressed as follows:

To the Missouri Department of Transportation:

Mr. Kevin Keith P.E.
Chief Engineer
P.O. Box 270
Jefferson City, MO 65102

To the State Highway Patrol:

Colonel Roger Stottlemeyre
Superintendent
P.O. Box 568
Jefferson City, MO 65102

(B) The Parties agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Memorandum of Understanding. In connection therewith, the Parties shall from time to time meet upon the reasonable request of each other and shall confer in good faith, amicably in a businesslike manner, with respect to the current MOU and with a view toward improving the same and resolving any problems that may arise.

(C) This MOU may be terminated by either the Commission or Patrol at any time upon providing 30 days notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective proper officials on the date last written below:

Executed by the Patrol the _____ day of _____, 20____.

Executed by the Commission the 27 day of September, 2002.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By [Signature]

Title: Chief Engineer

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM:

[Signature]
Counsel

MISSOURI STATE HIGHWAY PATROL

By [Signature]

Title: SUPERINTENDENT

ATTEST

Title: _____

APPROVED AS TO FORM:

Counsel