

Review of Route 66 Association of Missouri Proposal for Gasconade River Bridge (G0245), Laclede County, Missouri

January 2021

The Federal Highway Administration (FHWA) has asked the Missouri Department of Transportation (MoDOT) to provide an analysis of a proposal by the Route 66 Association of Missouri to take ownership of the Gasconade River Bridge (G0245), on the former Route 66 alignment in Laclede County, Missouri. This analysis is to provide background information on the project, the resources involved, the proposal, and MoDOT's concerns with the proposal.

Since all historic bridges are unique, the issues surrounding the Gasconade Bridge have also been unique and need to be clearly explained.

PROJECT BACKGROUND

MoDOT closed the Interstate 44 (I-44) Outer Road Bridge over the Gasconade River (G0245) on December 18, 2014, due to deteriorated condition following a routine inspection. The Route 66 community quickly started advocating for the rehabilitation of the bridge, and a friends group formed, which became the Gasconade Bridge Guardians.

Because the I-44 Outer Road serves as an incident response route when I-44 is backed up, MoDOT began planning to rehabilitate or replace the Gasconade crossing. The crossing needed to be able to carry all traffic that uses the interstate highway, including large trucks.

MoDOT identified several options for study, and presented them to the public:

- Rehabilitate the existing bridge using MoDOT labor
- Rehabilitate the bridge using contract labor
- Build a new girder bridge on the existing alignment
- Build a new girder bridge on a new alignment
- Build a new steel truss bridge

These alternatives were presented to the public at a public meeting on December 14, 2016. The public meeting was also available on-line. Participants were asked their preference on the alternatives being considered. The public favored retaining the bridge but was split on if it should be rehabilitated for vehicular use or retained as part of a park. Based on the feedback from the public meeting, and from the Section 106 consulting parties, it was decided to pursue construction on a new alignment adjacent to the existing interstate.

The FHWA and MoDOT had initiated the Section 106 process and had invited a large number of parties to participate in consultation, including issuing a press release inviting groups interested in the bridge to notify the agencies of interest. FHWA also took the unusual step of inviting the Advisory Council on Historic Preservation (ACHP) to participate in consultation at that early stage, given the likely controversy that would arise due to the nature of the bridge.

As required by the Surface Transportation and Relocation Assistance Act of 1987 (STURAA), as amended, and the Missouri Bridge Marketing Plan, which guides how MoDOT makes historic bridges available, MoDOT made the bridge available for reuse by other parties. The initial bridge marketing period was between November 21, 2016 and September 30, 2017. As a result of the marketing period, a letter of interest from the North Skunk River Greenway Association (doing business as Workin' Bridges) requesting a year to determine if the project was feasible for them. MoDOT, in consultation with the FHWA, agreed to give them the time requested.

During this time, the Section 106 consultation process continued, and a Section 106 Programmatic Agreement (PA) was developed. Stipulation 2 of the PA contained provisions about turning the bridge over to Workin' Bridges, or what would happen if that did not occur. Included in the stipulation was a reference to a draft conveyance agreement located in the appendix. Stipulation 12 of the conveyance agreement was the insurance clause—which stated that Workin' Bridges must maintain liability insurance for damages to property and for personal injury for a minimum of \$3 million. The Missouri State Highway Commission was to be named as an additional insured.

In February 2018, MoDOT was informed that Workin' Bridges was no longer interested in pursuing the project, in part because of the insurance requirements associated with the bridge. Therefore, in accordance with the PA, the bridge was marketed a second time, between February 28, 2018 and March 15, 2019. No proposals or letters of interest were received as a result of that marketing.

The Gasconade Bridge Guardian, on March 13, 2019, did submit a letter asking for a twenty-four-month extension, for them to find someone to take over the bridge. The letter contained no details on how they would attempt to find a new owner. On April 8, 2019, MoDOT responded to the Guardians that the formal extension would not be provided, but a course of action allowing the Guardians to pursue a new owner had been developed. If the Guardians could find a new owner, prior to the letting of the demolition contract, MoDOT would consider the proposal. The letter indicated the proposal must be presented and approved by MoDOT prior to the letting.

MoDOT had fulfilled the requirements for marketing the bridge under STURAA, as amended, and the Section 106 PA. The consideration for the Guardians was granted in recognition of the significance of the Gasconade River Bridge and its importance to the Route 66 community.

MoDOT was also aware that Laclede County was considering taking over the bridge, so did not rush to put the demolition contract into the Statewide Transportation Improvement Program (STIP).

Once Laclede County indicated that they would not take the bridge, MoDOT, on behalf of FHWA, reinitiated the Section 106 process for the removal of the bridge, as required by Stipulation 4 of the PA. In an e-mail sent on October 30, 2019 to the consulting parties. The e-mail summarized the marketing of the bridge. It also indicated that since Laclede County had been considering the bridge MoDOT had not scheduled the letting of the bridge. Since MoDOT was not currently aware of any groups actively pursuing taking over the bridge, the demolition would be scheduled. A poll was sent to find a workable date for a meeting in early December.

A consultation meeting was held on December 9, 2019, focusing on mitigation for the removal of the bridge. Ideas proposed as additional mitigation measures, that MoDOT was willing to accept, included removing portions of the truss structure for reuse at the Route 66 park in Lebanon or at the Route 66 Museum at the Lebanon Library. Other mitigation ideas included setting the entire bridge aside, preserving the bridge in place and doing an inventory of Route 66 bridges and road segments. At that meeting, MoDOT was asked what the absolute drop-dead date for considering a proposal to save the bridge would be, the response was April 20, 2020, with the letting scheduled for May 2020.

In May of 2020, at the request of FHWA, the project was pulled from the letting, to allow time for consultation about the proposal from the Route 66 Association of Missouri among the Section 106 consulting parties and to resolve outstanding issues. MoDOT pulled the project and will not schedule the project until outstanding Section 106 and Section 4(f) issues are resolved.

DESCRIPTION OF RESOURCES

There are three resources that qualify for protection under Section 4(f) of the Department of Transportation Act of 1966, which were considered during the construction of the new outer road bridge and which would need to be considered in the transfer or removal of the Gasconade Bridge. These resources are: the Hazelgreen Access, the Gasconade River Bridge (G0245), and a short stretch of Route 66 on the west side of the bridge.

HAZELGREEN ACCESS

The Hazelgreen Access is a Missouri Department of Conservation (MDC) access point to the Gasconade River. The MDC has a long-term lease (twenty-five (25) years) through August 31, 2040 with the Missouri Highways and Transportation Commission (MHTC) for the land. The lease describes 3.19 acres of land. The MDC Hazelgreen Access map on the MDC web-site¹ identifies one (1) acre of land associated with the access.

¹ <https://nature.mdc.mo.gov/discover-nature/places/hazelgreen-access>: accessed 29 June 2020.

Located within the Hazelgreen Access is a boat ramp to the Gasconade River and a parking area. The parking area extends beyond the MDC border to underneath the adjacent I-44 bridges.

When the new Outer Road Bridge was constructed, the boat ramp was left open as much as possible, and 20% of the parking lot (construction of the new bridge was occurring over part of the parking lot). MoDOT worked with MDC to inform river users of closures of the boat ramp, parking area and river while the bridge was under the construction. The construction of the new bridge had a *de minimis* use of the Hazelgreen Access.

If the Gasconade Bridge were to be removed, even if the deck were to be removed, it should be anticipated that the contractor would desire to stage at the Hazelgreen Access, since it provides convenient access to the Gasconade River. MoDOT would coordinate with MDC, as it did during the construction of the new bridge, to minimize the use of the access, and would work with MDC and FHWA to get to a *de minimis* use finding—that the use of the features of the protected property are minimally affected by the project.

GASCONADE RIVER BRIDGE

The Gasconade River Bridge (G0245) is a 1923-24, four-span, through truss bridge with a one 123' Pratt and two 161' Parker spans and one 80' Warren pony truss approach span (see Figures 3-5). The bridge has a total length of 525'. The concrete deck is 20' wide curb-to-curb with 6" curbs on each side, and has an asphalt overlay surface. The railings are two-tier gas pipe tube railings, attached to the truss at the verticals by brackets, and between the verticals by I-beam balusters attached to the bottom chord. The substructure of the bridge consists of two stub abutments and three column piers with web walls.

The Gasconade River Bridge was constructed under State Highway Department project 14-38. The contract for the project was awarded on December 30, 1922 to the Riley & Bailey Construction Company of St. Louis, Missouri. Route 14 was being developed as a diagonal highway connecting St. Louis and southwest Missouri. The highway, designated under the Centennial Road Law passed in 1921, was funded by State Road Bonds, and connected the county seats and major towns between St. Louis and Joplin. In 1926, Route 14 was designated U. S. Highway 66.

The *Route 66 in Missouri* Multiple Property Documentation Form (MPDF) identifies registration requirements for bridges associated with Route 66. To be eligible a bridge must be a good example of a type, style and period of construction and retain sufficient integrity.²

The Gasconade River Bridge is eligible for listing on the National Register of Historic Places (NRHP) under criterion A and C for significance in transportation and engineering. Transportation significance is for association with Highway 66, an important early transcontinental highway. The bridge is significant in engineering as an early

² Keenoy, Ruth and Terri Foley, *Route 66 in Missouri*, National Register of Historic Places, Multiple Property Documentation Form, State Historic Preservation Office web-site: <https://dnr.mo.gov/shpo/nps-nr/Route66MPDF.pdf>; accessed 13 July 2020.

example of State Highway Department Bridge design for large crossings. It is also one of the oldest surviving SHD designed riveted, Parker through truss bridges. The Parker was a mainstay for long-span highway bridges of the 1920s and 1930s.³

Removal of the bridge would have an adverse effect under Section 106 of the National Historic Preservation Act and would constitute a use under Section 4(f). Efforts to mitigate the adverse effect have been discussed with consulting parties and will result in an amendment to the Section 106 PA to include additional mitigation measures and technical corrections to the PA. In addition, it is anticipated that if demolition is pursued, the Nationwide Programmatic 4(f) for Historic Bridges would be utilized for the removal.

ROUTE 66 ALIGNMENT

According to the Route 66 in Missouri MPDF, for roadbed sections to be NRHP eligible, they should retain integrity of design, association, location, feel, materials, workmanship and setting. Sections of roadbed through Devil's Elbow (Pulaski County) and Spencer (Lawrence County) are identified as excellent examples of the property type. The MPDF indicates that to be eligible, "the setting should have minimal invasive elements and should mirror the general character of the historic period."⁴

Through consultation with the SHPO, it was determined that the Route 66 alignment east of the bridge was not eligible for listing on the NRHP due to the presence and visibility of I-44.

It was also decided that from the Gasconade River Bridge until the I-44 became visibly invasive, the segment of Route 66 on the west side of the Gasconade River would be considered NRHP eligible. Using the original construction plans, Google Earth imagery and ArcGIS, MoDOT makes the following recommendations about this segment of Route 66:

- The highway originally had a corridor sixty feet wide. A corridor sixty feet wide (thirty feet on either side of centerline), will bound the edges of the corridor.
- The eastern side of the corridor will be Station 270+71.2, the Gasconade River Bridge.
- The western side of the corridor will be approximately Station 263+35.7, as identified on the original construction plans, the attached site plan, and on the snip from the project plan.
- This roadway segment is approximately 735.6 feet long.

The historic section of the highway was not be directly affected by the new bridge construction. There are indirect visual effects from additional traffic being visual, but they are not adverse because the interstate already exists at the location and the outer road will not be introducing additional traffic. MoDOT recommended that the project will have no adverse effect on the segment of Route 66. The SHPO concurred with the recommendation on October 19, 2017.

³Fraser, Clayton. *Missouri Historic Bridge Inventory* (draft), Property LACLK01, Gasconade River Bridge G-245, Loveland, CO: Fraserdesign, 1996.

⁴Keenoy and Foley, p. F25.

In correspondence with the SHPO, MoDOT noted that the mitigation documentation for the Gasconade River Bridge (G0245) included a discussion of the construction of this section of Route 66. In addition, MoDOT was willing to also include NRHP standard photographs of the roadway, taken prior to construction activities occurring, in the Section 106 Programmatic Agreement as a mitigation measure (even though the project had no adverse effect). This would ensure that future evaluations of segments of Route 66 could include comparisons to this segment of Route 66.

The photographs were taken on October 26, 2017 and the SHPO was consulted about the selection of the photographs and approved them on October 26, 2017.⁵

The construction of the new bridge had no adverse effect on the eligible Route 66 alignment and was determined to have no use of the historic property under Section 4(f).

Neither the removal of the bridge nor the transfer would have an adverse effect on the Route 66 alignment under Section 106 (resulting in a finding of no adverse effect). The entry to the Hazelgreen Access is near the eastern endpoint of the roadway, which would be blocked near the end of the bridge. The engineering features of the roadway would remain unaffected, and its association with Route 66 would not change from the current condition. The no adverse effect finding, and the fact that the character defining features of the alignment would not change, would likely result in a determination of *de minimis* use under Section 4(f).

ANALYSIS/DISCUSSION OF ROUTE 66 ASSOCIATION OF MISSOURI PROPOSAL

At the request of the Gasconade Bridge Guardians^{BB} MoDOT agreed to review proposals until the project letting; stating that the proposal must clearly state that the new owner is willing to accept title to the bridge, willingness to assume all future legal and financial responsibility for the bridge, and to preserve the bridge and the characteristics that make it historic.^{CC}

A Proposal for Ownership of the Gasconade River Bridge in Hazelgreen Missouri was submitted by the Route 66 Association of Missouri on February 28, 2020^{AA}, nearly a year after the end of the second marketing period, and was the Association's plan to take title of the bridge and perform rehabilitation of the structure. The proposal was the basis for the negotiations which occurred between MoDOT and the Association thru to May 14, 2020.

The analysis of the proposal was performed by MoDOT staff, based upon MoDOT's guidelines for proposals for adoption of a bridge called the Proposal Checklist. Comments were sent to the Route 66 Association via email on March 16, 2020. The initial comments inquired about more information related to submission of the Route 66 Association's budget, the estimated costs for the first action item of exclusionary fencing,

⁵ E-mail, Judith Deel to Karen Daniels, 26 October 2017.

how bridge funds will be raised, information regarding expected maintenance and operational plans and the expenses associated with ownership of the bridge.^{DD}

The Route 66 Association responded via email on March 23, 2020 with additional information which MoDOT considered as an amendment to the initial proposal.^{EE} The Association addressed the cost of the exclusionary fencing and signing, supplied an insurance policy statement (no policy language), and emphasized removal of the bridge deck to relieve stress on the bridge. The Association also made additional requests for documents regarding acquisition of right of way and bridge demolition specifications and asked MoDOT to erect fencing and new barricades.

The amended information supplied did not contain any additional information as requested regarding the Route 66 Association's budget, any specifics on fund raising, or plans to handle expected annual maintenance and operational costs, nor any definite means to indicate acceptance all future legal and financial responsibility for the bridge.

Since the March 23 email focused on the bridge deck removal; the effects on the structure were then further examined by MoDOT. The Association expected the removal of the deck would relieve stress on the structure with the assumption that removal would help to stabilize the bridge. Therefore, MoDOT preformed an evaluation of the structure to determine if any additional work would be required to create a stabilized bridge once the deck has been removed and not immediately replaced.

As part of the evaluation, MoDOT's bridge division developed an estimate of the work required to stabilize the bridge once the deck was removed and an estimated cost of the work, this information was later supplied to the Association.

MoDOT's bridge division also evaluated the Sparks Engineering report that was supplied by the Gasconade River Bridge Guardians and generally agreed with the findings. The Sparks report assumed the replacement of the deck in the evaluation and did not address the stability of the bridge once the deck was removed (and not replaced). MoDOT contacted Patrick Sparks, President of Sparks Engineering, who indicated that the bridge was not unstable or likely to collapse due to its existing condition, under its own weight. Sparks Engineering did not analyze the bridge to determine stability of the structure when additional stresses are applied due to a flood event once the deck was removed; but did indicate the need to repair corrosion damage and provide lateral bracing to create a stabilized structure (without a deck in place), this was consistent with MoDOT's assessment.

Additional information on the need for lateral bracing was requested by FHWA in October 2020. The Route 66 Association provided information from Patrick Sparks of Sparks Engineering (dated October 13, 2020) which indicated that corrosion issues would have to be addressed to ensure the stability of the structure once the deck was removed. Again, the stability of the deck-less structure under flooding conditions was not addressed.

MoDOT responded to the second submission/amendment to the proposal on March 27, 2020.^{FF} In the response MoDOT notified the Route 66 Association that no additional information was received regarding fund raising or budgetary requests. MoDOT also explained the reasons no additional contracts would be executed to install fencing and

barricades at the bridge but was willing to give the Association permits to complete the work prior to transfer if needed. MoDOT indicated that a \$3 million insurance policy would be adequate and did not require a higher amount as offered by the Association.

MoDOT supplied right of way information and offered the Association access to demolition plans. Finally, MoDOT offered an alternative to escrow establishment and agreed to make all demolition funds available to the Association.

Side Note on demolition funds transfer:

In the March 27 comments, MoDOT offered a cost share option with the intent to help reduce the amount of funds that the Association would have to raise by releasing portions of the demolition funds as work on the bridge was contracted. The goal was to protect MoDOT from liability from bridge collapse until the structure was stabilized while relieving the Association from raising the necessary funds upfront to establish the escrow account. After review, it was determined that funds would not be available in the manner MoDOT anticipated. Thus, MoDOT withdrew the offer and committed to releasing all the demolition funds upon transfer of the bridge (agreement would require the establishment of the escrow account).

MoDOT has a history of transferred bridges becoming abandoned by the accepting party; liability issues eventually forced MoDOT to expend funds to remove or replace bridges that were no longer state responsibility. Due to these events, and to avoid a similar scenario with this bridge transfer, MoDOT required the establishment of an escrow account for the amount equal to the demolition cost. The escrow account would be held to cover the cost to remove the bridge if the Association failed to maintain the bridge after the transfer agreement was executed.

In response to MoDOT's March 27, 2020 comments, the Route 66 Association generally expanded on possible fundraising efforts and requested the removal of the demolition cost share option (which MoDOT complied with as described). The Association assumed in the response that the demolition funds would be adequate to stabilize the bridge which once evaluated by MoDOT proved to not be accurate.

In response to the March 27 comments, the Route 66 Association supplied more information for the insurance policy which cumulated on April 6, 2020 when the Route 66 Association supplied the verbiage of the insurance policy. The policy was then reviewed by MoDOT legal counsel.

MoDOT's Proposal Checklist lists a requirement: "Willingness to assume all future legal and financial responsibility for the historic bridge, which may include an agreement to hold the Missouri Highway & Transportation Commission and MoDOT harmless in any liability action." Under 23 USC 144, as owner of the structure, MoDOT has the unfettered discretion to set the terms of sale. Such terms include the assignment of any

and all risk associated with the continued use and/or failure of the structure at issue; sale and/or transfer of liability (risk) coverage is required to complete a transfer of a historic property. As indicated in the Section 106 consultation meeting, the FHWA has fiduciary interest in the process of determining liability, but delegates discretion to the owner to evaluate the unique and individual circumstances of any given structure. Therefore, requirements necessarily vary regarding establishment of liability (risk). MoDOT analyzed the situation and determined what would be proper indemnification of the risk associated with the Route 66 bridge. An accepting party was required to hold MoDOT harmless for any reasonable loss or damage including any personnel harm and/or property damage to public or private entities associated with/due to the bridge.

Under this guidance, MoDOT reviewed the State Farm policy supplied by the Route 66 Association. MoDOT found the policy deficient and determined it did not cover all legal and financial responsibility for the use and/or collapse of the bridge. The policy provided by the Route 66 Association would only pay damage costs created by the bridge thru a process of finding of fault and/or negligence through a court proceeding. The litigation process would be costly and would not guarantee any coverage of damage costs to public or private entities. Therefore, this type of coverage did not meet the expectation that the accepting party would have an arrangement to outrightly accept responsibility of the bridge and completely indemnify MoDOT of any additional risk, damage or costs. The policy supplied would create additional costs to MoDOT in any circumstance; thus was considered wholly inadequate for the indemnification of risk as required*.

Also, the State Farm policy presented *specifically excluded* coverage for bridges and roadways and any damage caused by flood and surface waters, materials carried by or moved by water, collapse of structures, damage caused by rust, corrosion, weather conditions, faulty, inadequate or defective work among many other issues. These exclusions entirely negated the effectiveness of the policy to provide MoDOT any reasonable protection for damages created in relation to the Route 66 bridge.

*MoDOT supplied a “marked up” version of the policy with notes indicating the issues with the policy to the State Farm Agent and the Route 66 Association. The concerns of MoDOT counsel were never directly addressed.

Side Note on Additional Policies:

An American Family insurance policy presented by the Gasconade Bridge Guardians on behalf of the Route 66 Association was reviewed by MoDOT in late 2018. MoDOT determined that the policy did not cover damage from collapse of the structure and that the policy explicitly excluded property damage due to the bridge structure from the coverage.

A separate “umbrella policy” (as defined by the American Family insurance agent) was then raised as a possibility. The agent indicated that an umbrella policy which would cover the property damage requirement, could be obtainable, and was briefly and vaguely discussed* but a formal submission of such a policy was not made to MoDOT. The Route 66 Association confirmed the previous pursuit of the American Family policy in October of 2020. The Association stated that the cost of the policy was clearly beyond the reach of

the Association and therefore not an option.

*Including a discussion of the amount of coverage; which was temporary requested by MoDOT at \$4.5 million. This amount included costs not directly associated with the downstream bridge (inadvertently included other project costs from construction project). Therefore, was quickly reverted to the original \$3 million coverage request and carried forth.

In May 2020 the Route 66 Association presented a policy from the McGrath Insurance Group that would only cover premise liability and excluded coverage of any property damage caused by flooding.

On May 1, 2020 the Route 66 Association sent a package of information that they described as “a complete package of [the Associations] proposal”. Even though the package was received after the April 20, 2020 deadline; MoDOT, having completed the process for the project letting, was willing to continue the negotiations in good faith. The package^{gg} contained a State Farm insurance policy, the Associations account information and explanation thereof, several letters of support, and a Revised Proposal for Ownership. This set of documents was considered the final proposal by the Association and the analysis here forth is based on this submission.

ANALYSIS OF THE ALTERNATIVE

MoDOT’s guidelines for proposals for adoption of a bridge called the Proposal Checklist is a list of requirements to help guide the adoption of a historic bridge. The checklist is generic and requires the parties involved in a transfer agreement to negotiate specifics in order to establish an agreement. The checklist is included below.

First bullet point – Plan for [bridge] rehabilitation/preservation and maintenance of the bridge and the features that give the historic bridge its historic significance.

REHABILITATION/PRESERVATION

The Route 66 Association’s plan for rehabilitation focused on the evaluation of the bridge developed by Sparks Engineering to rehabilitate the bridge for pedestrian use. The Association’s plan was to “eventually....see the bridge restored” but no specifics were given as to how to proceed to full restoration in the final proposal.* The proposal continued with specifics for adding fencing, signing, and removal of the deck as the first steps.

The Association had the funds to complete the fencing and signing as shown in their financial statements. The deck removal plan was estimated to be completed within a year of transfer of ownership and use funds raised or demolition funds. As indicated previously, MoDOT agrees that removal of the deck would relieve stress on the structure, but without additional work would make the bridge vulnerable to collapse under flooding conditions. The plan neglected to account for the additional work needed to stabilize the bridge once

the deck was removed even though the Association was informed of the need. The funds required to stabilize the bridge without replacing the deck (see Bridge Division Response) far exceeded the available demolition funds and cash on hand.

*The original proposal *did* contain a rehabilitation process timeline and MoDOT considered the timeline in relation to this analysis even though it was not included in the final submission. The timeline was a reasonable outline of how to proceed with the rehabilitation but lacked correlation to any fund-raising; stating “as funding becomes available”. The reliance of the timeline on the ability to raise funds, which was not detailed, rendered the timeline ineffective.

MAINTENANCE

No plan for maintenance of the bridge was ever submitted. The proposal’s only mention of a maintenance plan was “development of a maintenance plan will occur once above rehabilitation is complete”. This did not satisfy the requirement of the first bullet point of the Proposal Checklist.

Second bullet point – Cost estimates for rehabilitation

The proposal did include a cost estimate for the rehabilitation which was developed by Spark Engineering. The estimate was deemed to be reasonable, but MoDOT’s estimated costs for rehabilitation were higher than what was given in the proposal.

Third bullet point – A statement indicating willingness to accept title to the bridge

The proposal details the setup and status of the Route 66 Association and states “[Association] is willing to accept title to the Gasconade River Bridge”

Forth bullet point – Willingness to assume all future legal and financial responsibility for the historic bridge, which may include an agreement to hold the Missouri Highway & Transportation Commission & MoDOT harmless in any liability action.

MoDOT interprets this statement to mean that the Association would have to assume the risk associated with ownership of the bridge. As discussed previously, legal and financial responsibility would include any damage caused by the bridge to adjacent properties, including private property assets and state-owned assets such as Interstate 44 and the associated bridges downstream. MoDOT quantified the risk by requesting a \$3 million insurance policy or equivalent substitution.

The Association included in the Final Proposal the same policy that MoDOT had reviewed previously and was deemed insufficient. The policy excluded coverage for bridges and roadways and any damage caused by flood and surface waters. The policy does not cover all future legal and financial responsibility for the bridge as MoDOT required to be accepted by the Association.

Fifth bullet point – Willingness to abide by preservation covenants

The Associations proposal did indicate a willingness to abide by preservation covenants and gave examples of previous work by the Association on other restoration projects.

OTHER ASPECTS OF THE PROPOSAL

The final proposal did not mention any notion of raising the necessary funds to establish an escrow account that MoDOT deemed necessary to cover the risk of future abandonment of the bridge by the Association. The escrow fund was expected to be created prior to the completing an agreement equal to the estimated demolition cost of \$180,000.

The Route 66 Association fundraising plans were general and vague. The plan consisted of a list of possible resources to raise funds from but contained no commitments or estimated amounts expected to be raised nor were any timelines given as to when the funds would be available. The Association stated that the fundraising plan was still in development and could not be implemented until the Association was the legal owner of the bridge. The Association only provided minimal details for the stabilization and rehabilitation of the bridge and little to no information regarding the maintenance or operation moving forward. MoDOT requires a plan be established prior to a transfer agreement being completed. This is to ensure the entity has a viable plan and the ability to meet the rehabilitation, operation, and maintenance requirements for a structure.

SUMMARY

In summary, MoDOT's minimum requirements for transfer of the structure are as follows:

- Establishment of an escrow account in the amount of \$180,000 to remain available to MoDOT should the Route 66 Association fail to meet commitments of the transfer agreement.
- Acceptance of all legal and financial responsibility of the structure and potential damage caused from collapse of the structure.
- A well developed and detailed rehabilitation, maintenance, and operation plan for the structure including engineering documentation and estimates for each phase of the plan which would correlate with a detailed fundraising strategy with commitments from sponsors and anticipated amounts to be raised.

Every historical bridge transfer is a unique situation. Due to the indefinite nature of MoDOT's Proposal Checklist; an iterative process is necessary to develop an acceptable transfer agreement. Once a proposal is reviewed, details and specifics of the terms of an agreement are negotiated to ensure proper transfer of ownership and all associated liabilities. MoDOT cannot knowingly transfer a structurally deficient bridge to any entity without the proper protections to both public and private assets.

Overall the Association's proposal was under-developed and lacked specificity that would be expected for an agreement involving a project with a cost in the millions of dollars. The Association's proposal lacked plans regarding future maintenance or operation of the structure and there was little correlation between funding and the schedule of stabilization. The Associations proposal lacked reasonable coverage for loss to property or person and did not assume all legal and financial responsibility from MoDOT as was expected.

APPENDIX

Proposal Checklist from Route 66 Association of Missouri Proposal

Application requirements as requested by
MoDOT

Proposals submitted to MoDOT for adoption of a historic bridge in its current location should include the following information:

- ✓ Plan for the rehabilitation/preservation and maintenance of the bridge and the features that give the bridge its historic significance.
- ✓ Cost estimates for rehabilitation

Any proposal for acquisition of a historic bridge from MoDOT whether in current or new location should include:

- ✓ A statement indicating willingness to accept title to (ownership of) the bridge.
- ✓ Willingness to assume all future legal and financial responsibility for the historic bridge, which may include an agreement to hold the Missouri Highway & Transportation Commission and MoDOT harmless in any liability action.
- ✓ Willingness to abide by preservation covenants (preserve the bridge and features which make it historic).

Revised November 2015

Bridge Division Response to Proposal

MoDOT Bridge Division Response:

The risk of failure due to flooding for a river bridge is obvious. Any structure, even in good condition, can be damaged or collapsed due to flood water and drift buildup. The Gasconade Route 66 Bridge has serious structural issues and flood water has overtopped the bridge multiple times in recent years. Debris loading, such as a tree getting lodged on the bridge and collecting drift, during a flooding event could cause the truss to fracture and collapse. This type of event would likely cause the entire truss to enter the river and cause a rise in the flood water elevation. Damage from such a rise would create liabilities to numerous upstream land owners. Also, due to proximity to downstream facilities, the failed truss could cause scour damage to any of the three downstream bridges or even damage Interstate 44. These are liabilities that MoDOT requires protection from should any outside entity take ownership of the Route 66 bridge.

Doing rehab work to stabilize the bridge helps mitigate the risk as described above, but it does not eliminate it. The work below is what MoDOT Bridge Division expects would need to be completed to bring the bridge into a reasonably stable state without replacing the deck. The estimate to stabilize the bridge is based on bid history for unit prices and an estimation of steel repair quantities. The partial bridge painting is necessary to help control the deterioration of the steel and the cost is significant due to containment requirements for lead paint.

Deck removal at \$8 per square foot	\$88,200
Paint bottom chord and floor beam ends at \$50/sf	\$250,500
Steel repairs to bottom chord at \$10/lb	\$50,000
Additional lateral bracing at \$8/lb	\$75,000
Mobilization (15%)	\$69,600
Engineering (7.3%)	\$38,900
Total	\$572,200