

SIDEWALK RENOVATION AGREEMENT

This agreement is made and entered into by and between the City of Columbia, Missouri ("City") and First Presbyterian Church ("Property Owner") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

WHEREAS, Property Owner owns property located at 16 Hitt Street;

WHEREAS, Property Owner is currently in the process of renovation and restoration, and removal and replacement of adjacent sidewalks, curbs and accessories;

WHEREAS, such removal of the old sidewalks and their replacement and rebuilding to current City codes will be a benefit to City and all who will use such sidewalks, curbs and accessories.

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties agree as follows:

1. Property Owner, through its contractor, shall remove the sidewalks, curbs, parking meters trash cans, tree grates and any other accessories, per City codes and follow the specific directions of the City Public Works department, along the east side of Hitt Street between Locust Street and the alley (describe location) as such are adjacent to the Property Owner property.
2. Property Owner, through its contractor, shall replace all sidewalks, curbs, tree grates and accessories removed above as instructed by City and in accordance with City standards and codes currently in effect.
3. City will reimburse Property Owner for one-half the cost of the replacement of sidewalks, curbs, etc., set out above, provided that City's contribution to such costs shall not exceed \$16,380.
4. Property Owner agrees to comply with provisions of the Missouri Prevailing Wage Act (Sections 290.210 through 290.340 RSMo), if applicable. Property Owner shall provide in the contract with its contractor that, if required by the City or by state law, not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract that is required under this sidewalk renovation agreement.
5. The Property Owner agrees to comply with all requirements established in the Central Business District Sidewalk Renovation Cost Share Agreement Procedures, which are attached hereto as Exhibit A.

6. The Property Owner must obtain and provide the city with an affidavit of final receipt and payment from each contractor. In addition, for any project subject to Missouri Prevailing Wage Act, once the work is completed, the property owner must provide the City of Columbia Finance Dept. with an affidavit of compliance with prevailing wage for each contractor who performed work on the project.
7. Before payment can be made to the property owner, the work must be accepted by the City of Columbia Community Development Department, and, if applicable under Missouri Prevailing Wage Act, the above-mentioned affidavit and all certified payroll must be provided by the Property Owner to the City
8. This agreement is made solely for the benefit of the party's hereto and not for the benefit of any third party.
9. Nothing in this Agreement constitutes a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.
10. No provision contained in this Agreement diminishes the rights and powers of the City to act in its capacity as a public body. All financial obligations of the City are subject to appropriation of the City in accordance with applicable laws and requirements.
11. The Parties must comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.
12. This Agreement will be construed according to the laws of the State of Missouri. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of Boone County, Missouri.
14. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from this Agreement.
15. Property Owner agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, employees, agents and contractors from and against any and all causes of action, claims, demands, all contractual damages and losses, all other damages and losses and liabilities of any kind arising out of either Property Owner's breach of this Agreement or any action or inaction of Property Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Property Owner may be liable, occurring during the construction of improvements that results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or

willful misconduct of the City, its elected officials, officers, employees, agents or contractors.

15. This Agreement contains the entire and complete agreement between the City and the Property Owner with respect to the requirements imposed upon Property Owner for the construction and installation of the improvements referenced in this Agreement.
16. All persons signing this agreement affirm that they are authorized to sign on behalf their respective party.

[SIGNATURE PAGES FOLLOW]

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *jam*

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 44008830-60490 40161, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

PROPERTY OWNER

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Central Business District Sidewalk Renovation Cost Share Agreement

1. The City of Columbia has established a Sidewalk Renovation Cost Share program for the maintenance, repair and construction of sidewalks located in the Central Business District. The Central Business District consists of the area bounded by College Avenue on the east, Elm Street and Elm Street extended on the south, Garth Avenue on the west, and Park Avenue and Park Avenue extended on the north.
2. An interested property owner may approach the City, or the City may approach the property owner concerning a sidewalk problem located in the Central Business District.
3. A representative from the City will meet with the property owner to discuss recommendations for repairs.
4. The property owner is required to receive a minimum of three bids for the sidewalk renovation, and provide these bids to the City of Columbia unless the City chooses to forego the submission of three bids and gets a bid as provided in Paragraph 7, below. The work must meet all requirements of the current City of Columbia Street, Storm Drain, and Sanitary Sewer Construction Standards and Specifications.
5. All prospective bidders must meet the following requirements:
 - Must be enrolled in E-Verify.
 - The contractor and all subcontractors must require all on-site employees to complete the ten-hour safety training program required in Section 292.675 RSMo prior to the start of the work.
 - Be aware and able to comply with the requirements of Missouri prevailing wage laws as described in Sections 290.210 through 290.340 RSMo.
 - Have a copy of and know the requirements of the current City of Columbia Street, Storm Drain, and Sanitary Sewer Construction Standards and Specifications.
6. Sidewalks being reconstructed along the following streets in the Downtown Area shall use decorative brick sidewalk details and specifications:
 - East Broadway between Providence Road and College Avenue
 - Eighth Street between Walnut Street and Elm Street

Sidewalks being constructed elsewhere in the Downtown Area may use the aforementioned brick sidewalk detail if desired, and width requirements are met. The brick details and specifications will be provided by Public Works.

7. Regardless of whether the property owner obtained bids, the City reserves the option to get its own bid from a contractor currently under contract with the City.
8. If the bids are reasonable, and budget allows, the City of Columbia will provide the property owner with a draft of a "Sidewalk Renovation Agreement". It is critical the property owner carefully reviews the agreement and ensures their prospective contractor is aware of all requirements and stipulations therein. The dollar value shown in the agreement shall not to exceed one-half of the lowest best bid.

Exhibit A - Central Business District Sidewalk Renovation Cost Share Agreement

9. If the property owner fully understands and agrees to the terms of the "Sidewalk Renovation Agreement" the property owner will return three original signed copies to the City.
10. City Public Works staff will draft a resolution allowing the City Manager to enter into the agreement.
11. If the resolution is approved by City Council, the Public Works Department will notify the Finance Department, and, for any project subject to prevailing wage requirements, a Prevailing Wage Project Notification – Contractor Information Notification will be submitted to the Missouri Department of Labor and Industrial Relations, Division of Labor Standards.
12. The property owner or their representative shall then complete all of the procedures necessary for the sidewalk and/ or lane restrictions or closures as specified on the "Checklist for Short-Term Street and Sidewalk Restrictions & Closures for Construction Projects and Repairs" and submit the "Application for Short-Term Restrictions & Closures for Construction Projects & Repairs". Note if the closure is to be longer than thirty calendar days the closure will require the approval of City Council.
13. The property owner and their contractors are responsible for obtaining all necessary permits and to coordinate all of the necessary inspections with the City of Columbia. A right of way permit is needed anytime work is performed within the public right of way or easement. Other permits may be required as well, depending on the specifics of the project.
14. Once work commences all contractors performing work on the project are required to submit certified payroll to the City of Columbia as specified in the attached "Requirements for Payroll" document.
15. An affidavit of final receipt and payment from each contractor will be required. In addition, for any project subject to Missouri's Prevailing Wage Law, once the work is completed, the property owner must provide the City of Columbia Finance Dept. with an affidavit of compliance with prevailing wage for each contractor who performed work on the project.
16. Before payment can be made to the property owner, the work must be accepted by the City of Columbia Community Development Dept., the above mentioned affidavit provided, and all certified payroll be provided.
17. Once all of the certified payroll, affidavit of prevailing wage, and inspections are passed, the property owner submits an invoice to the City of Columbia referencing the resolution number for reimbursement.

Rev. 10/2019: JKM Law Department