

2023049789

## GREEK TOWN SIDEWALKS COST ALLOCATION AGREEMENT

THIS AGREEMENT is entered into and effective on the date of the last signatory noted below between The Curators of the University of Missouri on behalf of the University of Missouri- Columbia (herein "University") and the City of Columbia, Missouri (herein "City").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT.** The City and the University have determined that there is a need to construct new sidewalk, repair existing sidewalk, and replace curb ramps along Rollins Street, Burnam Avenue, Kentucky Boulevard, Curtis Avenue Richmond Avenue, and Tiger Avenue, as shown in the attached **Exhibit A**. For this purpose, the City and the University are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT.** The project will include constructing new sidewalk along Curtis Avenue where there are sidewalk gaps. The project also includes repairing existing sidewalk sections and curb ramps that are not in compliance with the Americans with Disabilities Act along Rollins Street, Burnam Avenue, Kentucky Boulevard, Curtis Avenue, Richmond Avenue, and Tiger Avenue. The proposed improvements are shown in the attached **Exhibit A**.
3. **PROJECT ADMINISTRATION.** The City is responsible for bidding, administering, and implementing work necessary to complete the project.
4. **COMPLIANCE WITH OTHER LAWS.** The agreement requires all parties to comply with all federal, state, and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the City when performing or contracting for performance of work required under this agreement.
5. **ALLOCATION AND PAYMENT OF PROJECT COSTS.** The City and the University shall contribute equally to the construction of the new sidewalks and the repair the existing sidewalks. The estimated total project cost is \$334,200, which includes construction and contingency. Each party agrees to contribute its share of that cost as indicated herein. Should project bids exceed this amount the City may require the execution of an amendment to this agreement prior to the awarding of the contract, and if any party fails to agree to that amendment the City reserves the right to withdraw from this agreement upon the mailing of notice given pursuant to this agreement.

The City will initially pay the cost of the project in accordance with the terms of the contract awarded for the project, with contractor invoices generally paid on a monthly basis. Following payment to the contractor, the City will submit invoices

to the University for one-half the amount paid by the City. The University will make payment on the invoice within thirty (30) days of the date on which the City issues the invoice.

6. **NOTICES.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia  
Public Works Department  
Attn: Shane Creech  
P.O. Box 6015  
Columbia, MO 65205-6015

If to the University:  
University of Missouri  
Attn: Chris Provorse  
2500 Student Center  
Columbia, MO 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

7. **NO THIRD-PARTY BENEFICIARY.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
9. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

10. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT.** This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered, and understand the terms and conditions of this agreement and consequences thereof.
11. **AUTHORITY OF REPRESENTATIVE SIGNATORIES.** The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
12. **BINDING EFFECT.** This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
13. **SECTION HEADINGS.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
14. **EXECUTION.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
15. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE.** The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlon Seewood, City Manager

SSC

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rgt

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is to be charged, 44008830 604990 00841, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Director of Finance

**The Curators of the University of Missouri on behalf of the University of Missouri – Columbia**

By: \_\_\_\_\_  
*[Handwritten Signature]*

Date: 5-23-2023

ATTEST:

By: \_\_\_\_\_







**#1: REMOVE TRENCH GRATES IN SIDEWALK & REPLACE WITH NEENAH R-4999-DX WITH TYPE D LID TO REMOVE SLIP HAZARD. SEE DETAIL ON SHEET 3.**

**STORM DRAIN RECONSTRUCTION: 2 EA**



**#2: REMOVE & RECONSTRUCT SIDEWALK PANELS TO WIDEN AROUND UTILITY POLE (15'x6').**

**4" SIDEWALK: 90 SF**



**#3: REMOVE SIDEWALK PANELS & CONSTRUCT 6' WIDE SIDEWALK WITH INTEGRAL CURB (103'x6').**

**4" SIDEWALK: 618 SF**



**#4: REMOVE & RECONSTRUCT DRIVEWAY APPROACH. SEE SHEET 12 FOR PROFILE AND DETAIL.**

**6" DRIVEWAY/SIDEWALK: 545 SF  
CURB & GUTTER: 36 LF**



**#7: REMOVE & RECONSTRUCT SIDEWALK PANELS (35'x5').**

**4" SIDEWALK: 175 SF**

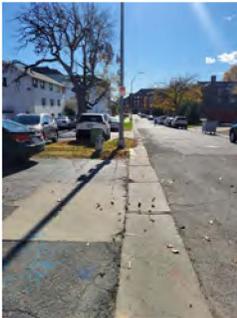
Revision	By	Date

**GREEK TOWN SIDEWALK IMPROVEMENTS**  
**ADA SIDEWALK REPAIRS**  
**RICHMOND AVE-2**

**Mission:** Provide safe and accessible infrastructure and promote positive community.  
**Tom Egan, Director of Public Works**  
**Columbia, MO 65206**  
**(620) 915-2489**



File No.	00000
Scale	1" = 20'
Date	10/25/2022
Disc	AAA
Plan	TLS
City	AAA



**#1: CONSTRUCT NEW SIDEWALK AND DRIVEWAY APPROACHES.**



**#2: CONSTRUCT NEW SIDEWALK AND DRIVEWAY APPROACHES.**



**#3: REMOVE & RECONSTRUCT DRIVEWAY APPROACH/SIDEWALK (34'X5'), REMOVE & RECONSTRUCT CURB & GUTTER.**

**6" DRIVEWAY/SIDEWALK: 275 SF  
CURB & GUTTER: 37 LF**



**#4: REMOVE & RECONSTRUCT CURB RAMP & 2 SIDEWALK PANEL ON EACH SIDE TO CREATE LANDING & RAMPS. REMOVE & RECONSTRUCT CURB & GUTTER. INSTALL DETECTABLE WARNING. SEE SHEET 11.**

**6" SIDEWALK/RAMP/ LANDING: 158 SF  
CURB & GUTTER: 25 LF  
DET. WARNING: 24 SF**



**#5: REMOVE & RECONSTRUCT CURB RAMP & 1 SIDEWALK PANEL ON EACH SIDE TO CREATE LANDING & RAMPS. REMOVE & RECONSTRUCT CURB & GUTTER. INSTALL DETECTABLE WARNING.**

**6" SIDEWALK/RAMP/ LANDING: 108 SF  
CURB & GUTTER: 17 LF  
DET. WARNING: 22 SF**

Sheet No.	Scale	Date	By	Check

**GREEK TOWN SIDEWALK IMPROVEMENTS**  
ADA SIDEWALK REPAIRS  
CURTIS AVE

**Mission**  
Provide safe, sustainable  
financially sound and  
positive communities.

701 East Broadway  
Columbia, MD 21058  
(410) 326-2489



Drawn: <b>Shane Green</b>
Checked: <b>Shane Green</b>
File No: <b>00000</b>
Scale: <b>1" = 30'</b>
Date: <b>10/20/2022</b>
Proj: <b>AAA</b>
Disc: <b>TJW</b>
Rev: <b>AAA</b>



**#1: REMOVE & RECONSTRUCT SIDEWALK PANELS (18'x7').**

4" SIDEWALK: 126 SF



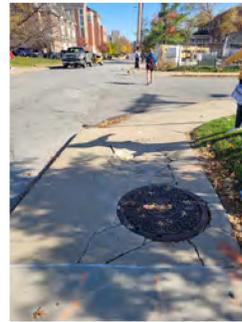
**#2: REMOVE SIDEWALK PANEL. CONSTRUCT SIDEWALK WITH INTEGRAL CURB TO WIDEN SIDEWALK AROUND UTILITY POLE (10'x7').**

4" SIDEWALK W/INTEGRAL CURB: 70 SF



**#3: REMOVE & RECONSTRUCT DRIVEWAY APPROACH/SIDEWALK. REMOVE & RECONSTRUCT 2 SIDEWALK PANELS ON EACH SIDE OF DRIVEWAY. WARP SIDEWALK AS POSSIBLE FOR ADA.**

6" DRIVEWAY/SIDEWALK: 280 SF  
CURB & GUTTER: 28 LF

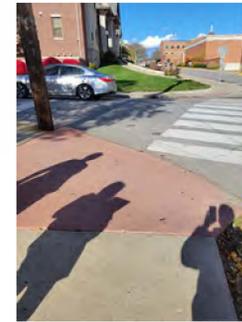


**#4: REMOVE & RECONSTRUCT CURB RAMP AND 1 SIDEWALK PANEL ON EACH SIDE TO CREATE LANDING & RAMPS. REMOVE & RECONSTRUCT CURB & GUTTER. INSTALL DETECTABLE WARNING.**

6" SIDEWALK/RAMP/LANDING: 177 SF  
CURB & GUTTER: 21 LF  
DET. WARNING: 36 SF



**#5: CURB RAMP AND SIDEWALK WILL BE REPLACED BY OTHERS.**



**#6: REMOVE & RECONSTRUCT CURB RAMP & 1 SIDEWALK PANEL ON EACH SIDE TO CREATE LANDING & RAMPS. REMOVE & RECONSTRUCT CURB & GUTTER. INSTALL DETECTABLE WARNING.**

6" SIDEWALK/RAMP/LANDING: 161 SF  
CURB & GUTTER: 21 LF  
DET. WARNING: 36 SF

No.	Date	By	Revision

**GREEK TOWN SIDEWALK IMPROVEMENTS**  
ADA SIDEWALK REPAIRS  
ROLLINS ST

**Mission**  
Provide safe, sustainable  
infrastructure that promotes  
positive communities.  
701 East Broadway  
Columbia, MO 65205  
(620) 372-2626



Shane Green, Council  
Reginald Thompson, Engineer  
10/25/2021  
File No. 00000  
Scale: 1" = 30'  
Date: 10/25/2022  
Dwg: A.A.  
Dwg: T.L.W.  
Ck: A.A.



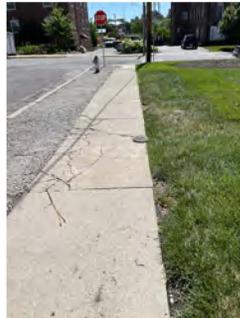
**#1: GRADE IN ADDITIONAL GRAVEL TO SIDEWALK/CURB ELEVATION. BID ALTERNATE: REMOVE GRAVEL (INCIDENTAL TO WORK), CONSTRUCT 6" SIDEWALK WITH INTEGRAL CURB.**

**BASE BID**  
GRAVEL: 49 SY  
**BID ALTERNATE 1**  
6" SIDEWALK WITH INTEGRAL CURB: 440 SF

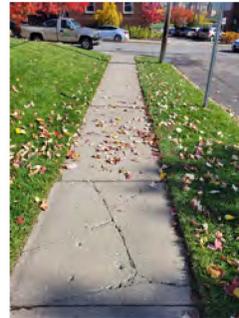


**#2: GRADE IN ADDITIONAL GRAVEL TO SIDEWALK/CURB ELEVATION. BID ALTERNATE: REMOVE GRAVEL (INCIDENTAL TO WORK), CONSTRUCT 6" SIDEWALK WITH INTEGRAL CURB.**

**BASE BID**  
GRAVEL: 77 SY  
**BID ALTERNATE 1**  
6" SIDEWALK WITH INTEGRAL CURB: 695 SF



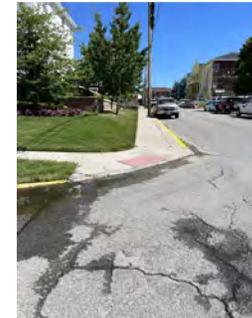
**#3: REMOVE & RECONSTRUCT SIDEWALK PANELS (16'X4').**  
4" SIDEWALK: 64 SF



**#4: REMOVE & RECONSTRUCT SIDEWALK PANEL (4'X4').**  
4" SIDEWALK: 16 SF



**#5: REMOVE & RECONSTRUCT CURB RAMP, SIDEWALK PANEL AROUND UTILITY BOX, 2 PANELS AROUND UTILITY POLE/BUMP OUT AROUND POLE (10'X7.5')**  
6" SIDEWALK/RAMP/LANDING: 80 SF  
CURB & GUTTER: 20 LF  
DET. WARNING: 20 SF  
4" SIDEWALK: 75 SF



**#6: REMOVE & RECONSTRUCT LANDING. REMOVE & RECONSTRUCT CURB & GUTTER. INSTALL DETECTABLE WARNING.**  
6" SIDEWALK/RAMP/LANDING: 55 SF  
CURB & GUTTER: 16 LF  
DET. WARNING: 20 SF

Revision	By	Date

**GREEK TOWN SIDEWALK IMPROVEMENTS**  
ADA SIDEWALK REPAIRS  
BURNHAM AVE

Mission  
Provide safe, sustainable  
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707 East Broadway  
Columbia, MO 65205  
(673) 875-2489



File No.	00000
Scale	1" = 30'
Date	10/25/2022
Drawn	AAA
Check	TJW
City	AAA

Sheet

