

**AGREEMENT RELATING TO THE
FLAT BRANCH WATERSHED RELIEF SEWER PROJECT NOS. 1 & 3**

THIS AGREEMENT (the “Agreement”) is entered into on the date of the last signatory noted below (the “Effective Date”), between The Curators of the University of Missouri (hereinafter the “University”) and the City of Columbia, Missouri, a municipal corporation (hereinafter the “City”). City and University are each individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the City of Columbia, Missouri (the “City”) will be undertaking a significant sanitary sewer utility project with major excavation on Elm Street, projected to commence in the spring/summer of 2016; and

WHEREAS, The Curators of the University of Missouri on behalf of the University of Missouri-Columbia (the “University”) proposes to coordinate underground utility work of the University with City’s construction contract for City’s Flat Branch Watershed Relief Sewer Project; and

WHEREAS, coordinating this work provides a substantial public benefit to the citizens of Columbia and constituents of the University by combining work in the area during one period rather than undertaking a future University project by itself, ensuring a single pavement repair time and minimizing the duration in which construction activities are taking place within the Elm, Sixth, Seventh and Ninth Street Rights-of-Way; and

WHEREAS, City and University also desire to allocate responsibility for restoration of trees and landscaping within certain areas to be effected by the Flat Branch Watershed Relief Sewer Project.

NOW THEREFORE, considering the forgoing, and in consideration of the performance of each party of its respective obligations under this agreement, the parties agree to the following:

Article I

1. **Scope of Agreement** – This Article I pertains to City’s Flat Branch Watershed Relief Sewer Project No. 3 (Elm Street – Providence to Hitt Street and Sixth Street – Elm Street to one half block south of Broadway) (“FBRs Phase 3”). University desires to include construction of Chilled Water lines and repair and rehabilitation work on a Steam Tunnel in Elm and Seventh streets (the “University Work”) in conjunction with the FBRs Phase 3 project.
2. **University Work Described** – The University Work consists of the following utility modifications in Elm Street:
 - a. Installation of approximately 675 feet of 24" chilled water lines in Elm Street from Fifth Street intersection and connect to existing 12" chilled water lines east of Seventh Street.

- b. Repair of approximately 40 feet steam utility (steam line supports, condensate lines and supports and replacement of the precast concrete steam chase top) in existing chase from University manhole #701 north across Elm Street near the intersection of Seventh Street.
 - c. Pavement repair associated with University work.
3. **Design and Bidding** - University will contract directly with Engineering Surveys & Services (“ES&S”) as engineering design consultant to develop the design & bidding documents necessary to perform the University Work. Both City and the University acknowledge that ES&S was selected for this work as qualified engineers and ultimate ease of combining the University Work with City bidding documents as ES&S is contracted with City for the FBRs work. University will direct ES&S to bill University directly for all engineering work, bidding and construction administration relating solely to the University Work and such bills will be directly paid by University out of University-controlled funds. University shall cause ES&S to develop a bidding package for the University Work as an easily identifiable and separate scope of work for inclusion within City’s bidding documents for City’s FBRs Phase 3 project and to incorporate the University Work bidding package into City’s bidding documents for City’s FBRs Phase 3 project. The University Work bidding package will be combined with City’s bid package as Base Bid B in order to discern the cost of the University work. University shall be responsible for all costs in within City’s construction contract for the FBRs Phase 3 project attributable to the University Work and for costs of the quantity of pavement replacement attributed solely to the University Work, provided, University retains the right to reject the bid for the University Work and not undertake the University Work as part of City’s FBRs Phase 3 project up until such time City’s construction contract for the FBRs Phase 3 project is fully executed by City and the successful contractor. City retains the right to select the bid for the FBRs Phase 3 project that best serves the interest of City, regardless of the whether the bid for the University work in Base Bid B is the lowest bid.
4. **Administration** –
- a. **University Contact** - University will establish a point of contact from Campus Facilities-Planning, Design & Construction (the “University Contact”) for all construction related activities. The University Contact shall communicate with City point of contact, as established in City’s construction contract for the FBRs Phase 3 project, any questions or concerns about the construction of the project.
 - b. **Inspection** - University will contract for or directly provide inspection services for the University Work. City will include within its construction contract for the FBRs Phase 3 project that University representatives shall have access to the site.
 - c. **Change Order Requests** – Any change order requests that change the price, timing, or specifications of the University Work will flow from the contractor to City’s representative, as provided in the construction contract for the FBRs Phase 3 project. City’s representative responsible for processing change order requests shall communicate

the change order request to the University Contact. The University Contact will respond via electronic communication acceptance or rejection of change order requests and shall accompany any acceptance of a change order request that increases the cost of the University Work with documentation showing that the increase in price is authorized by University as provided by law.

- d. **Payments** –City and University will establish a Base Cost for the University Work after the bid opening. The Base Cost will consist of the value of the Base Bid B for the University Work and the pre-established quantity of pavement replacement. Within 30 days of City issuing the notice to proceed to the successful contractor for the FBRS Phase 3 project, University shall issue to City an initial payment equal to the Base Cost. Within 30 days of notice from City that all expenses relating to a change order to the University Work are finalized, University shall issue to City payment equal to the value of such change order. City will be responsible for processing and remitting all payments to the contractor. University will not be responsible for any change order request that increases the cost of the University Work unless the same was approved by University in accordance with this paragraph.
- e. **Third Party Contracts** – In any contract between University and a third party vendor relating to the University Work, the University shall cause City to be named as an additional insured party on any insurance policy which is required to be procured and maintained by a third party vendor under the terms of such contract and if University is held harmless, defended, and indemnified under the terms of such contract, University shall cause City to be equally held harmless, defended, and indemnified by the third party vendor.

Article II

1. **Scope of Agreement** – This Article II pertains to the Flat Branch Watershed Relief Sewer Project No. 1 (MKT Trail to Providence and Elm Streets) (“FBRS Phase 1”) and FBRS Phase 3. As part of the temporary and permanent easements required by City from University (the “Easements”) for the FBRS Phase 1 and FBRS Phase 3 projects, more than 50 and less than 60 mature trees are identified in the construction plans as to be removed. In exchange for the donation of the Easements from University, City agrees to pay University for tree damages due to FBRS Phase 1 and FBRS Phase 3 construction. As part of the work required for FBRS Phase 1, an existing bioretention basin within the easements will be damaged. City agrees to perform all construction work to restore the basin subgrade and pay University to re-establish the plants for the entire basin. City agrees to pay University for six-inches of topsoil, final grading and stabilization with grass of disturbed areas on University property within the construction limits of FBRS Phase 3.
2. **Removal Authorized** –City may remove the more than 50 and less than 60 trees identified and as necessary within the Easements to construct FBRS Phase 1 and FBRS Phase 3.

Payment - City will pay University for trees removed from within easements for FBRS Phase 1 and FBRS Phase 3, for re-establishing plants in the bioretention basin and for topsoil, final grading and grass stabilization of University property within the disturbed limits of FBRS Phase 3 based on the “Valuation of Landscape Trees, Shrubs and other Plants.” This payment shall be in the amount of \$76,600.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the expenditures in this contract are within the purpose of the appropriation to which they are charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
City Finance Director

