

**CITY OF FOWLER
SIDEWALK REPAIR AGREEMENT**

This Sidewalk Repair Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and the individual or entity identified below ("Owner") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Owner ("Effective Date").

RECITALS

- A. California Streets and Highways Code section 5610 et seq. requires that property owners maintain abutting sidewalks so as not to endanger persons or property.
- B. The Streets and Highways Code allows the City to compel property owners to repair sidewalks and, if they do not, for the City to repair the sidewalk at the property owner's expense.
- C. Owner has requested City to make repairs to the sidewalk abutting Owner's property, as described in Section 1, and City has agreed to make said repairs ("Project").
- D. City is willing to share in the costs of the project for necessary repairs by providing the labor and covering any associated labor costs for the necessary repairs, provided Owner pays for the cost of material for the necessary repairs, as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. Scope of Project; Work to be Performed. The following definitions and details are applicable to the Project.

A. Owner: _____

B. Property: _____

C. Description of Project:

_____.

D. Project Schedule: _____ to _____.

City shall perform all work on the Project with City's own forces or with a contractor(s) of City's choosing. City is authorized to engage contractors in its sole discretion, including arborists and/or contractors to perform tree work, and may make such determination after work on the Project commences, if necessary or desirable. City shall not be responsible for irrigation or sprinkler

system work on Owner's property and City will not repair or replace any irrigation or sprinkler system(s) damaged or effected by the Project. Any such irrigation or sprinkler system work or repairs on Owner's property shall be at Owner's sole expense. City shall perform the work required to complete the Project within a reasonable time, as resources permit. The Project Schedule identified above is an estimate only and subject to change with respect to both commencement and completion.

2. Cost Sharing. Owner and City agree to share in the cost of the Project. The estimated costs identified in this section are estimates only and subject to change whether before or after commencement of the Project. Owner and City shall be responsible for their respective final costs for the Project even if the estimates expressed herein are exceeded.

A. Labor Costs. City shall be responsible and pay for the cost of labor for the Project, through the use of City's own forces or engaging contract labor, with the exception of tree removal costs identified below.

B. Material Costs. Owner shall be responsible and pay for the cost of all materials for the Project, including materials obtained by contractor(s) for the Project. An itemized list of materials and estimated prices shall be provided to Owner by City upon request.

The estimated cost of materials for the Project is: \$ _____.

C. Tree Removal Costs. Owner is responsible for and shall pay all costs of tree removal as part of the Project, including labor, equipment, materials, and the costs of an arborist whether such work is performed by City's own forces or a contractor(s). If it is determined that a tree need not be removed as part of the Project, but some other less invasive means such as grinding the tree roots is available to address the damaged sidewalk, such work shall be performed at the City's cost, including the labor, equipment, materials and the costs of an arborist for any such tree maintenance not including tree removal.

The estimated cost of tree removal for the Project is: \$ _____.

3. Payment by Owner. Owner shall pay City the total Material Costs and any Tree Removal Costs incurred for the Project performed pursuant to this Agreement. City shall submit an invoice to Owner containing the Material Costs breakdown and any Tree Removal Costs breakdown for the Project following completion of the Project. Owner shall tender payment to City within thirty (30) days after receipt of invoice.

Owner may make payments to City in monthly installments of not less than \$ _____ until paid in full. A service charge of \$ _____ shall be added to the total invoiced amount if Owner chooses to make installment payments.

4. Failure to Pay; Collection Procedures. In the event Owner fails to timely pay the invoiced amount or any installment payment, City may utilize any collection method, including, without limitation, the collection methods and procedures set forth in Fowler Municipal Code Chapter 5-23. The payments to be made under this Agreement shall be deemed "abatement costs" for purposes of Chapter 5-23.

5. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

Owner:
Name: _____
Address: _____
Phone: _____
Email: _____

City:
City of Fowler
Address: 128 S. Fifth Street
Fowler, CA 93625
Phone: (559) 834-3113
Attn: Public Works Director

6. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective parties.

7. Waiver. No delay or omission by City in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude City from any or further exercise of any right or remedy.

8. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

Now, therefore, the City and Owner have executed this Agreement on the date(s) set forth below.

OWNER

CITY OF FOWLER

By: _____

By: _____
Dario Dominguez, Public Works Director

Print Name: _____

Date: _____

Date: _____