



## CURB AND GUTTER REPLACEMENT PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Idaho Falls, hereinafter referred to as "CITY," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "OWNER";

WHEREAS, the City has budgeted certain funds for the purpose of rehabilitating and repairing deteriorated concrete curb and gutter located within the public right-of-way along the property frontage within the City of Idaho Falls;

WHEREAS, Owner is willing to pay a portion of the repair and replacements costs of such curb and gutter;

### WITNESSETH

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Replacement of Curb and Gutter. Owner agrees to replace \_\_\_\_\_ feet of curb and gutter along the frontage of Owner's premises located at \_\_\_\_\_. The replacement of such curb and gutter shall conform to Idaho Falls City Standard Drawings and Specifications, and shall be performed by a contractor licensed to perform work within a public right-of-way of the City. The City will, upon request of Owner, remove all deteriorated curb and gutter along such frontage and will haul away all debris occasioned by such removal. The City will also repair and replace any asphalt street section damaged by the removal and/or replacement of such concrete curb and gutter.
  
2. Reimbursement Amount. Upon inspection and acceptance of the work by the City, the City agrees to reimburse Owner the sum of \$\_\_\_\_\_ as and for a portion of the costs of replacing such concrete curb and gutter.
  
3. Relationship of the Parties. In performing the work contemplated herein, Owner and its contractors, employees and agents, are acting solely as independent contractors, and not as agents or employees of the City.
  
4. Indemnification. Owner agrees to indemnify the City and its agents and employees from all claims, rights, actions, suits or demand of any kind or nature arising from the performance of the work by Owner or Owner's agents, contractors or employees.
  
5. Termination of Agreement. The City reserves the right to terminate this Agreement at any time prior to the commencement of the work.
  
6. Complete Agreement. This writing evidences the complete and final agreement of the parties and no other statement, representation or understanding shall be binding except as expressly set forth herein.

CITY OF IDAHO FALLS

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Chris H Fredericksen, P.E.  
Public Works Director