

CONTRIBUTION AGREEMENT

SCIO CHURCH / PIONEER SIDEWALK

This agreement is between **THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR (“AAPS”)** a public body corporate under the Michigan Revised School Code, whose address is 2555 S. State Street, Ann Arbor, MI 48103 and the **CITY OF ANN ARBOR (“City”)**, a Michigan municipal corporation, with its address at 301 E. Huron Street, Ann Arbor, Michigan 48104.

This agreement specifies the terms under which AAPS will contribute to the City’s planned construction of a sidewalk on the north side of Scio Church Road between South Seventh Street and South Main Street, adjacent to Pioneer High School. The City is seeking federal funding through the Michigan Department of Transportation to reimburse up to 80% of the construction costs. The City has received public comments showing a need for a sidewalk along the north side of Scio Church Road and AAPS supports placing a sidewalk in this location.

The City and AAPS therefore agree as follows:

1. **Effective Date; Duration**

This agreement shall become effective on the date of the last signature of the parties and shall terminate upon AAPS’ completion of payment to the City under the terms of this agreement.

2. **Definitions**

“Project” means the construction of a sidewalk on the north side of Scio Church Road between South Seventh Street and South Main Street adjacent to AAPS property commonly known as Pioneer High School, including the cost elements described in the engineer’s cost estimate in Exhibit A.

3. **Construction**

- a. The City shall oversee and manage all aspects of the Project’s construction and related work required under the terms of the federal grant, all of which shall comply with all applicable laws, rules and regulations, including the Americans with Disability Act, and any similar laws of the State of Michigan.
- b. AAPS shall pay to the City 20% of the actual costs of the Project upon completion of the project in a lien free manner, which shall not exceed in all events the sum of \$62,000.00. The City shall provide an invoice to AAPS listing the amount AAPS owes. Prior to AAPS’ payment of the invoice, AAPS may request, and upon such request the City shall provide, documentation in the City’s possession that supports the actual costs listed in the City’s invoice. AAPS shall pay the amount owed within 60 days after receiving the City’s invoice and all supporting backup documentation.

4. Notices; Contacts

All notices shall be in writing. Notices and communications shall be deemed to have been properly transmitted upon actual receipt when delivered or mailed to the following addresses or to such other address noticed hereafter by either party:

City: Craig Hupy,
Public Services Area Administrator
City of Ann Arbor
P.O. Box 8647
Ann Arbor, MI 48107-8647

AAPS: Marios Demetriou
Assistant Superintendent
2555 South State Street
Ann Arbor, MI 48104

5. Miscellaneous

- a. Entire Agreement: This agreement represents the entire understanding between the City and AAPS regarding AAPS' contribution to the Project and supersedes all prior representations or agreements. Neither party has relied on any prior representations in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by AAPS and the City.
- b. Severability: Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.
- c. Governing Law: This agreement shall be governed and interpreted under the laws of the State of Michigan. The parties agree to venue in a court of appropriate jurisdiction in Washtenaw County for any action arising under this agreement.
- d. Authority: The undersigned state that they have the authority to execute this agreement on behalf of the party for which they sign.

(Signatures on the following page)

AAPS

ANN ARBOR PUBLIC SCHOOLS, A PUBLIC
BODY CORPORATE

Date: 11-20-17

David A. Comsa
David A. Comsa, Deputy Superintendent

CITY OF ANN ARBOR

Date: _____

Howard S. Lazurus, City Administrator

Craig Hupy, Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A

Concrete Sidewalk Construction on Scio Church Road
Between South Seventh Street and South Main Street
Engineer's Estimate of Probable Project Costs

Sidewalk Grading (2,800 lft)	\$35,000
Class II Sand Base	\$6,000
Concrete Sidewalk	\$68,000
<u>Contingencies (15%)</u>	<u>\$16,000</u>
Construction Total	\$125,000
Construction and Inspection	\$24,000
<u>Design</u>	<u>\$13,000</u>
Administration Total (30% of Construction Total)	\$37,000
Project Total	\$162,000
<u>Less 80% of Construction Total</u>	<u>\$100,000</u>
TOTAL	\$62,000

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