

WASHTENAW COUNTY PARKS & RECREATION COMMISSION

Connecting Communities Project Agreement

PROJECT COMMUNITY: Pittsfield Charter Township

PROJECT TITLE: Platt Road Greenway II

WCPARC FUNDING AMOUNT: \$250,000.00

WCPARC FUNDING EXPIRATION DATE: 12/31/2022 (see Section 3)

PROJECT AGREEMENT EXPIRATION DATE: 12/31/2040

RECIPIENT

This Project Agreement ("Agreement") is entered into by and between Washtenaw County Parks & Recreation Commission (hereinafter called "WCPARC") and Pittsfield Township (hereinafter called the "GRANTEE"). Whereas WCPARC desires to award a grant to GRANTEE for a certain project for the improvement and enhancement of GRANTEE's greenway on Platt Road as specified herein ("Project") which Project is more fully described in ATTACHMENT A, attached hereto. Now, therefore, the contracting parties hereto mutually agree as follows:

SECTION 1

SCOPE OF PROJECT

The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described in The Scope of Project (ATTACHMENT B), attached hereto and incorporated herein, in a satisfactory and proper manner as determined by WCPARC. The Project shall be completed in accordance with the Site Development Plan which is attached as ATTACHMENT C to this Agreement. The scope of the Project may be modified or supplemented only by the written agreement of the parties to this Agreement. Amendments and revisions to the project will be accepted by WCPARC only under the following conditions:

The GRANTEE may not change the use or planned use of any real property acquired or improved in whole or in part using WCPARC funds unless the GRANTEE provides affected citizens and WCPARC with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of such property qualifies as benefiting primarily persons in WCPARC's jurisdiction and is primarily related to park, trail, and/or recreational activities (as determined by WCPARC); or
- b. If the GRANTEE determines, after consultation with WCPARC and affected citizens, that it is appropriate to change the use of the property to a use which does not benefit primarily park, trail or recreation activities, the GRANTEE may retain or dispose of the property for such use if WCPARC is reimbursed in the amount of the grant money being provided pursuant to this Agreement. Reimbursement for said grant shall be paid to WCPARC at the time of closing.

This requirement shall be in force for 20 years following the completion of construction of the improvement being undertaken in the Project.

SECTION 2**FUNDS AND PAYMENT**

A. It is agreed by the parties to this Agreement that no obligations for payment under this Agreement shall be incurred by WCPARC until after the GRANTEE has been advised by WCPARC that funds for the GRANTEE have been made available for the project specified in this Agreement.

B. Total WCPARC funds to the GRANTEE for this project shall not exceed Two Hundred and Fifty Thousand Dollars and no cents, (\$250,000.00). Funds are to be used for project construction only. Payment shall be made as follows: \$125,000 shall be paid when construction on the Project is 50% complete; and the remaining \$125,000 shall be paid when all remaining construction is complete. In order to receive payment, GRANTEE shall provide an invoice for reimbursement, which shall be submitted to WCPARC and shall provide substantiation, including paid invoices and a signed statement from the project engineer certifying that the percentage of construction has been completed as required.

C. Disbursement of funds will not be made without properly authorized and executed statements, attachments, requisitions, and supportive records.

SECTION 3**TIME OF PERFORMANCE**

The GRANTEE shall commence the Project as soon as practicable upon entering into an Agreement with WCPARC. Should the GRANTEE not enter into a contract with a third party contractor for construction of the project, or otherwise commence construction, by 12/31/2022, WCPARC reserves the right to withdraw all funding for the Project. Any requests for extensions must be submitted in writing and approved by WCPARC in advance of the project expiration date.

SECTION 4**RECORDS, REPORTS AND INSPECTIONS**

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by WCPARC with respect to all matters covered by the Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the expenditure of funds to be requested for reimbursement for grant supported activities;
2. Records regarding compliance by all contractors performing work with grant funds. Except as otherwise authorized by WCPARC, the GRANTEE shall retain all records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement.

B. The GRANTEE shall support all costs by properly executed invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

C. The GRANTEE shall furnish to WCPARC such statements, records, reports, data and information as WCPARC may request pertaining to matters covered by this Agreement. All of the material prepared and/or assembled by the GRANTEE under this Agreement is

public information and may be made available to anyone without prior written approval of the GRANTEE or WCPARC (unless specifically exempt from disclosure by law).

D. The GRANTEE shall at any time during normal business hours make available to WCPARC for examination all of its records with respect to matters covered by this Agreement and shall permit WCPARC or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement (to the extent allowed by law).

E. WCPARC staff shall have access to grant-assisted facilities, at all times, for inspection purposes to ensure GRANTEE's continued compliance with program regulations. It shall be understood by the GRANTEE that a WCPARC representative may make periodic inspections of the project as construction progresses and that a final inspection and acceptance of the completed project must be made by a representative or agent of WCPARC prior to final grant payment (reimbursement) to the GRANTEE.

F. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress reports that may be sent out by WCPARC before, during, and/or after completion of any project.

SECTION 5 COMPLIANCE WITH LAW

The Grantee shall comply with all applicable laws, ordinances and codes of the United States, the State of Michigan and local governments.

SECTION 6 ASSIGNABILITY

The GRANTEE shall not assign any interest in this Agreement without the prior written consent of WCPARC.

SECTION 7 TERMINATION

If the GRANTEE violates any provision of this Agreement, WCPARC may terminate this Agreement in whole or in part, at its discretion, unless the GRANTEE causes such violation to be corrected within a period of thirty (30) days after written notice is received specifying the violation.

If WCPARC terminates this Agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination, which shall specify the extent of the termination and the date upon which such termination shall become effective.

SECTION 8 AMENDMENTS

All amendments, notices, requests, objections and/or consents of any kind made pursuant to this Agreement shall be in writing.

**SECTION 9
INDEMNIFICATION**

To the extent allowed by law, the GRANTEE agrees to protect, indemnify and hold WCPARC harmless from and against any and all damages, suits, claims, demands, or causes of action arising out of any failure of the GRANTEE to comply with all applicable laws enacted now or to be enacted in the future as the same may apply to the subject matter of this Agreement and all damages, suits, claims, demands, or causes of action arising from any injury to person or damage to property directly and exclusively caused by the GRANTEE, its officers, agents, employees or independent contractors in the performance of any of the activities arising out of this Agreement. The GRANTEE shall be required to assume the defense of WCPARC in any claim or suit covered by this Section and shall pay all costs, expenses and reasonable attorney fees incurred by WCPARC. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the GRANTEE.

**SECTION 10
PERFORMANCE AND PAYMENT BONDS**

GRANTEE agrees that before commencing any work or construction on the project, GRANTEE will obtain from any Contractor or Subcontractor valid payment bonds and valid performance bonds which bonds shall be in an amount not less than the amount covering the full amount of the work being performed. The performance bond must guarantee to the GRANTEE and WCPARC, the completion of the work being performed by the Contractor or Subcontractor while the payment bond must guarantee the full payment of all suppliers, material suppliers, laborers and/or sub-contractors employed on the project.

**SECTION 11
INSURANCE**

GRANTEE agrees that all contracts entered into between GRANTEE and any contractor/subcontractor to perform construction work associated with this Project will provide all appropriate lines and limits of insurance including general liability (CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including any contract on this Project), worker's compensation, automobile liability and any other insurance deemed to be appropriate by GRANTEE. Washtenaw County and GRANTEE shall be listed as additional insureds on any contractor's or subcontractor's general liability insurance that are engaged by GRANTEE to perform work on this Project.

Contractor shall purchase and maintain builders risk insurance on the entire project. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum. Insurance shall be written on a replacement costs basis.

SECTION 12**SIGNAGE/GRANT ACKNOWLEDGEMENT**

Subject to any applicable local ordinances, GRANTEE shall post a grant acknowledgment sign in a prominent area at the grant-assisted project site. The required specifications for its construction will be furnished by the GRANTEE and approved by WCPARC, and must include no less than the WCPARC logo, Program Name ("Connecting Communities") and the Project Name. The sign shall be posted in an area for public view for the duration of the project (both during and after construction). All signage permits are the responsibility of the GRANTEE.

SECTION 13**TRAIL MAINTENANCE**

GRANTEE shall keep the pathway in reasonable repair and shall maintain the pathway consistent with the GRANTEE's maintenance of other pathways for non-motorized travel. WCPARC shall have no duty to maintain the pathway referenced under the terms of this Agreement.

SECTION 14**ACCESSIBILITY**

All projects must comply with Americans with Disabilities Act of 1990.

SECTION 15**ATTACHMENTS**

All attachments given reference to in this Agreement are mandatory and hereby incorporated as though fully set forth herein:

Attachment A – Contact/Location Information

Attachment B – Scope of Project

Attachment C – Site Development Plan

By signing below, GRANTEE hereby certifies that the information presented in this Agreement and the referenced Attachments is true and correct. I do further certify that the project will be completed in accordance with the provisions set forth in this Agreement and that the GRANTEE has the financial resources to initially fund one hundred percent (100%) of the proposed project within the time frame imposed by WCPARC, prior to receiving WCPARC grant reimbursement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Coy P. Vaughn (DATE)
Director, Parks & Recreation

APPROVED AS TO FORM:

GRANTEE

By: _____
Michelle Billard (DATE)
Office of Corporation Counsel

By: _____
Mandy Grewal (DATE)
Supervisor, Pittsfield Charter Township

REVISED 12-15-2020

ATTACHMENT A
- CONTACT/LOCATION INFORMATION -

A: PROJECT SPONSOR INFORMATION (Please fill out this section completely)

Project Sponsor: Pittsfield Charter Township

Project Title: Platt Road Greenway II

Physical Address/Location of Project: _____

Project Sponsor Address: _____

B: PROJECT CONTACT INFORMATION (Please fill out this section completely)

Contact Name: _____

Contact Title: _____

Contact Organization: _____

Contact Address: _____

Phone: _____

Fax: _____

Email: _____

Contact Name: Kira Macyda

Contact Title: Park Planner

Contact Organization: Washtenaw County Parks & Recreation Commission

Contact Address: 2230 Platt Road, Ann Arbor, MI 48107

Phone: 734-971-6337, ext. 321

Email: macydak@washtenaw.org

ATTACHMENT B
-SCOPE OF PROJECT –

Provide a detailed description of the project to be undertaken, the project budget/funding, and the schedule for completion. The project scope must be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.

ATTACHMENT C
- SITE DEVELOPMENT PLAN -

Provide a Site Development Plan and/or construction drawings for the project, labeled Attachment C, to be kept on file at WCPARC offices. The plans shall be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.