

**SHARED CONSTRUCTION AGREEMENT**

This Shared Construction Agreement (“Agreement”) is entered into by and between the City of Upper Arlington (the “City”) and the Board of Education (the “Board”) of the Upper Arlington City School District (the “School District”).

WHEREAS, the School District and the City are each a political subdivision as defined in Ohio Revised Code (ORC) Section 2744.01(F) and ORC Section 9.48(B)(1) allows one political subdivision to permit another political subdivision to participate in a contract it has entered for acquisition of equipment, materials, supplies, or services; and

WHEREAS, School District has secured the services of Elford, Inc. as a construction manager at risk to construct improvements to the Tremont Elementary School building and related improvements at the site; and

WHEREAS, School District and the City have agreed that School District will perform certain work at the Tremont Elementary School site that is beneficial to both parties and that the City will pay for the work as provided in this Agreement.

THEREFORE, School District and City for good and valuable consideration hereby agree as follows:

- 1) Sharing of costs for work.
  - a. The School District and the City agree that the following work will be performed by the School District through its existing contract with Elford, Inc. and further that the City will reimburse the School District for the costs incurred to perform the following work.

	<b>Work</b>	<b>Total Cost</b>	<b>City Cost</b>	<b>Timing</b>
1.	Construction Road. The parties will split this cost 65/35 (65% of cost to School District and 35% of cost to City. Work includes: <ul style="list-style-type: none"> <li>• Installation and removal of road</li> <li>• Tree and stump removal (2)</li> </ul> Allowance for Construction Road Maintenance	\$63,900.79	\$22,365	June 2016; used by City from August 2016 to May 2017
		\$10,000.00	\$3500	

2.	Lay down area. The parties will identify a laydown area specifically for the City's use on School District property. The City is responsible for all costs associated with establishing its lay down area and for the rehabilitation of this space when it is no longer needed. Total cost to be determined	N/A	City to bear cost within their project	August 2016 – May 2017
3.	Fencing and gates associated with lay down area. The City is responsible for fencing and providing gates for its lay down area.	N/A	City to bear cost within their project	
4.	Underground Storm Detention System, including Aqua Swirl Device. The City and School District will split this cost 50/50.	\$75,000.00	\$37,500	Spring 2017
5.	Water line install for the City: The City agrees to bear the cost for the entire water line install from Tremont Road to pool construction site.	N/A	\$52,671.89	June-July 2016
6.	Electrical Excavation and conduit	N/A	\$12,767.06	July 2016
7.	Concrete sidewalk work for electric and water lines`		\$4755.38	
8.	Allowance held by Elford for fine grading, rock hounding, and seeding in its contract, some of which will be used for repairing and restoring the Construction Road area and the site after installation of the Storm Detention System. Costs will be allocated to each party based upon its responsibility	\$15,000.00	Schools would have road anyway and need to repair – no cost to city	

	for the improvement.			
8.	TOTAL		<b>\$133,559.33</b>	

- b. All work is anticipated to occur between June 2016 and May 2017.
- c. The School District will invoice the City on a monthly basis as work is performed. The City agrees to pay the School District within 30 days of its receipt of the invoice from the School District.
- d. Any changes in scope of work to be performed or the responsibility for cost will be documented in a written amendment to this Agreement signed by both parties.
- e. No employee hired by the School District to perform services in furtherance of this Agreement shall be considered an employee of the City with respect to any federal, state or local law, including but not limited to worker's compensation or state retirement system laws. No employee hired by the City to perform services in furtherance of this Agreement shall be considered an employee of the School District with respect to any federal, state or local law, including but not limited to worker's compensation or state retirement system laws.

2) Liability. The City shall not be liable for any actions of the School District taken pursuant to, in furtherance of, or relating to this Agreement. The District shall not be liable for any actions of the City taken pursuant to, in furtherance of, or relating to this Agreement.

3) Amendments and Waivers. This Agreement may not be amended except by a written instrument executed by each of the parties, and no waiver, change, modification, consent or discharge shall be effective except by a written instrument executed by the party from which such waiver, change, modification, consent, or discharge is sought.

4) Relationship. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the parties.

5) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the City and School District and shall not be construed as granting rights to or obligations on any person or entity other than the City and the School District.

6) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them as to such subject matter.

7) Legal Agreement. This Agreement has been duly authorized, executed, and delivered on behalf of such party and constitutes a legal, valid, and binding obligation of such party enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally;

8) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

The parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The effective date of this Agreement is the date that the final signatory executes this Agreement.

CITY OF UPPER ARLINGTON

UPPER ARLINGTON CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Theodore J. Staton, City Manager      Date

By: \_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney