

AGREEMENT
BETWEEN
THE CITY OF ANN ARBOR
AND
THE ANN ARBOR AREA TRANSPORTATION AUTHORITY
REGARDING TRAFFIC CONTROL IMPROVEMENTS AT INTERSECTION OF
SOUTH MAPLE ROAD & SCIO CHURCH ROAD

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the Ann Arbor Area Transportation Authority, a Michigan public corporation, hereinafter referred to as “AAATA,” and the City of Ann Arbor, a Michigan municipal corporation, hereinafter referred to as “City”, for the purpose of fixing the rights and obligations of the parties relative to Traffic Control Improvements at the Intersection of South Maple Road & Scio Church Road to accommodate AAATA coaches turning from southbound South Maple Road onto westbound Scio Church Road. The project is hereinafter referred to as the “Project.” Relevant details of the Project are set forth on Exhibit A, which is attached hereto and incorporated herein by reference.

Whereas, the AAATA contacted the City about additional fixed route services requiring coaches traveling along southbound South Maple Road to complete right turning movement onto westbound Scio Church Road;

Whereas, the City supports the AAATA and fully promotes its efforts to further develop a vibrant transit system for the community while advancing the safety and operational efficiency of its transportation system;

Whereas, the City and the AAATA conducted field verification test on September 23, 2015 that traffic control improvement items as outlined in Exhibit A are necessary to the Project.

Whereas, the AAATA requested that the City implement the traffic control improvement items as outlined in Exhibit A;

Whereas, the City and the AAATA have reached an understanding with each other regarding the payment for the Project and desire to enter into this Agreement to establish the rights and responsibilities of the AAATA and the City relative to the Project, including the funding and method of payment.

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the AAATA agree:

1. The City and the AAATA shall undertake and complete the Project in accordance with the terms of this Agreement. The City and/or contractors retained by the City will perform all the work on the Project, as stated in Exhibit A. The AAATA will fund all the costs of the Project and each Project component, including all costs incurred by the City to perform work on the Project as described in this Agreement.

2. Exhibit A to this Agreement lists the Project components and the estimated cost for each. The Project costs, including construction, traffic signal relocations and all other costs required for the City to administer and manage the Project, and including a contingency amount, are estimated, but not guaranteed, at \$56,854.85 as set forth on Exhibit A.

3. For purposes of payment, the parties agree to the City establishing an account into which the AAATA will deposit funds that can be drawn on by the City (the "Deposit Drawdown Account"). The parties agree to use the Deposit Drawdown Account to cover the Project costs. The AAATA will deposit into the Deposit Drawdown Account funds to cover the estimated total Project costs, as set forth in Exhibit A, including the contingency amount, within 30 days of the full execution of this Agreement. If the AAATA fails to deposit the required amount, the City reserves the right to stop work on the Project and the AAATA agrees that it will be responsible for any claims for additional costs due to the work stoppage.

4. As the City pays for construction and related services and incurs costs on the Project, the City will withdraw funds from the Deposit Drawdown Account. Should the actual cost exceed the estimated total cost set forth in Exhibit A, the City will give notice to the AAATA of the additional dollar amounts the AAATA must deposit into the Deposit Drawdown Account to cover the actual costs. When the Project is finished and final costs have been determined and paid, the City will return to the AAATA any balance that remains in the Deposit Drawdown Account.

5. Notwithstanding the AAATA's funding of the Project, the parties agree that responsibility for managing the construction and overseeing the Project rests with the City.

6. The City will maintain Project records for a minimum of three (3) years after Project completion, and with reasonable notice provide AAATA with access to such records to inspect and make copies as required. If the AAATA receives an FTA grant or other grant, the AAATA will notify the City of any requirements the grant imposes relative to the Project that the City and/or its contractors must comply with.

7. Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the City of Ann Arbor or the Ann Arbor Area Transportation Authority, respectively.

CITY OF ANN ARBOR,
a Michigan municipal corporation

ANN ARBOR AREA
TRANSPORTATION AUTHORITY,
a Michigan public corporation

By: _____
Christopher Taylor, Mayor

By: _____
Matt Carpenter, CEO

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

By: _____
Tom Crawford, Interim City Administrator

By: _____
Craig Hupy, Public Services Area Administrator

Approved as to form:

By: _____
Stephen K. Postema, City Attorney

EXHIBIT A

Traffic Control Improvements at Intersection of
South Maple Road and Scio Church Road
Engineer's Estimate of Probable Project Costs

Mast Arm Relocation	\$16,200.00
Traffic Signals and Vehicle Detections	\$20,126.22
Traffic Control Signs and Pavement Markings.....	\$720.00
Construction and Inspection	\$10,800.00
Design, Field Review & Programming.....	\$3,840.00
Contingencies.....	\$5,168.63
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TOTAL	\$56,854.85