

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE DOWNTOWN
DEVELOPMENT AUTHORITY OF THE CITY OF ANN ARBOR REGARDING
RESPONSIBILITIES AND COST ALLOCATION FOR
PURCHASE OF AN ELECTRIC STREET SWEEPER AND
TRAILER FOR DDA BIKE LANE FACILITY
MAINTENANCE

This Agreement (“Agreement”) is made and entered into this _____ date of _____, 2023, by and between the City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCL 125.1651 *et seq.* with its principal offices at 150 South Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 (“DDA”), for the purpose of fixing the rights and obligations of the parties relative to the purchase of an electric street sweeper and necessary sweeper trailer for DDA bikeway maintenance. Relevant equipment price details are set forth in Exhibit A.

Whereas, the DDA wishes to install centerline delineators along the downtown bikeways in order to prevent vehicular access in the bikeways;

Whereas, the City wishes to construct bikeways that are narrower than 10 feet wide outside of the downtown;

Whereas, routine sweeping of bikeways are necessary to keep debris out of the bike lanes and storm drains;

Whereas the City and the DDA have expressed interest in working cooperatively on purchase of a street sweeper to clear debris from these narrower downtown bikeways;

Whereas, the City and the DDA have agreed that the City should purchase an electric sweeper to reduce carbon emissions in the DDA and advance the City’s carbon neutrality goals;

Whereas, the City and the DDA have agreed to jointly fund the purchase of the sweeper and necessarily trailering equipment and desire to enter into this Agreement to memorialize this agreement;

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

1. The City will purchase the electric sweeper and trailering equipment as described in Exhibit A. Exhibit B to this Agreement is the approved grant from the DDA for half of the total purchase price. As set forth in Exhibit A, the total dollar amount for the electric sweeper and necessary trailer is \$258,445.00. The DDA’s share of this purchase will be \$129,222.50.

2. The City will procure and take possession of the equipment.
3. The DDA is responsible for the funding amount approved by the DDA Board on February 1, 2023, for fiscal year 2024.
4. The City will provide the DDA with a copy of the invoice for the equipment and a request for reimbursement of the DDA's approved grant amount of \$129,222.50. The DDA will provide a one-time payment to the City for \$129,222.50.
5. Notwithstanding the DDA's funding of a share of the equipment, the parties agree that responsibility for maintenance of the equipment over the life of the equipment and the actual maintenance of the bikeways rests with the City.

CITY OF ANN ARBOR, a Michigan
municipal corporation

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY, a public
corporation

By: _____
Christopher Taylor, Mayor

By: _____
Maura Thomson, DDA Executive Director

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

Milton Dohoney Jr., City Administrator

Brian Steglitz, Public Services Area Administrator Approved as to
form:

Atleen Kaur, City Attorney

EXHIBIT A

Scope of the South State Street Reconstruction Project

~~As detailed in the work items listed in Exhibit B, and as shown on the attached map, the South State Street Reconstruction Project will reconstruct South State Street from E. William Street to E. Washington Street, including water main replacement, installation of stormwater infiltration system, sidewalk replacement, construction of new road with flush curb, streetlight replacement, and streetscape improvements. The project also includes asphalt resurfacing between E. Washington Street and E. Huron Street.~~

~~Additional services associated with the Project include field inspection of all elements and operations related to construction; surveying services for field layout; and testing services for quality assurance of all construction items.~~

EXHIBIT B
Estimated Costs and Cost Allocations

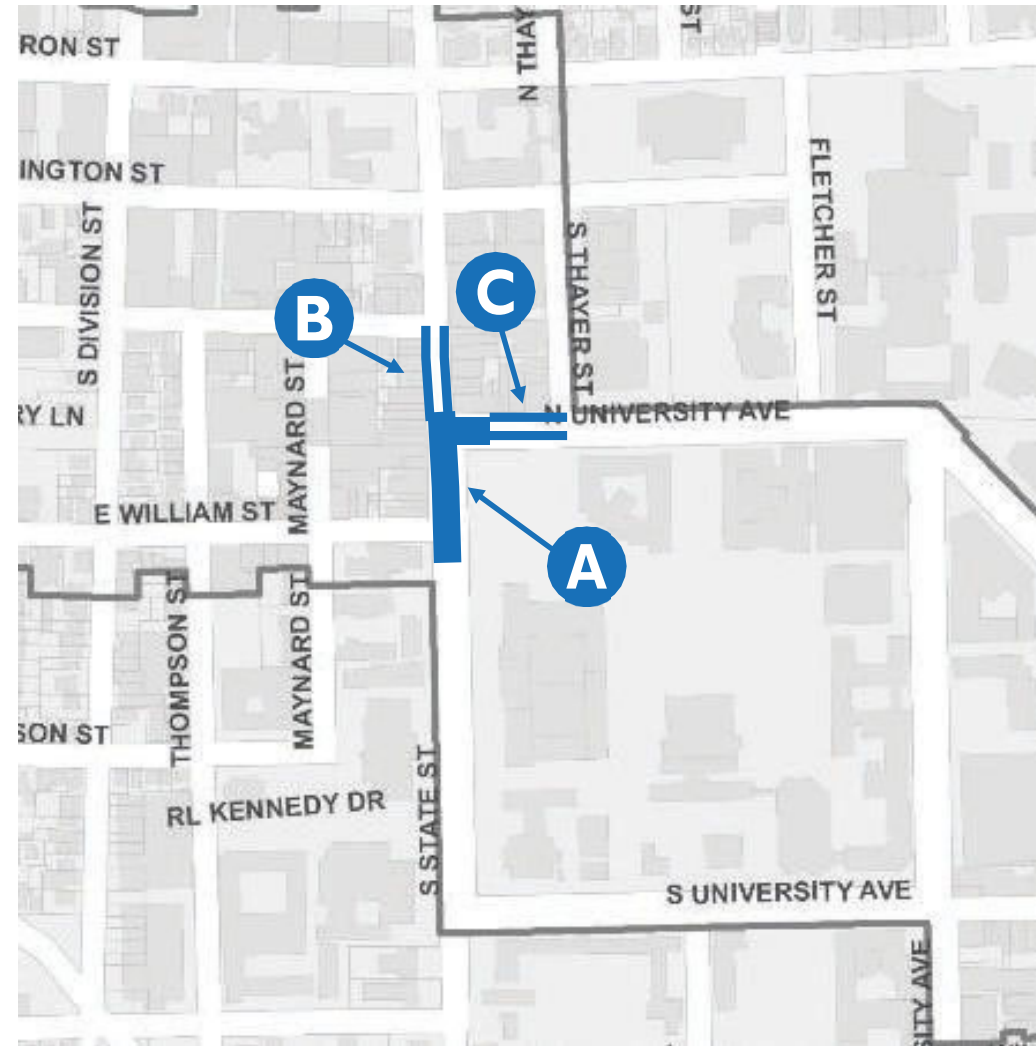
~~Attached as Exhibit B are the cost summary for the construction phase work items to be performed by the Contractor, the funding responsibilities of the DDA and the City for each of those work items, and the funding responsibilities of the DDA and the City for each of the other work items that are part of the South State Street Reconstruction Project, including engineering and testing costs.~~

CONSTRUCTION SEQUENCING

STATE STREET

■ PHASE IA: 2022

- A. Full reconstruction of street, streetscape, and intersections with curbless design from William to North U
- B. Watermain from William to Liberty with temporary re-surfacing from North U to Liberty.
- C. Bicycle improvements on North U to Thayer St.



CONSTRUCTION SEQUENCING

STATE STREET

■ PHASE 1B: 2023

- A. Full reconstruction with curbless design and streetscape from North U to Washington. Watermain work continues from Liberty to Washington.
- B. Street resurfacing on State from Washington to Huron Street.



EXHIBIT B

SOUTH STATE STREET RECONSTRUCTION PROJECT						
Construction Contract Work Item Categories	% of const contract	DDA Share %	City Share %	DDA Cost Based on Bid Pay Items	City Cost Based on Bid Pay Items	Total Cost based on Bid Pay Items
*GENERAL CONDITIONS		50%	50%	\$ 274,550	\$ 274,550	\$ 549,100
*MAINTENANCE OF TRAFFIC		50%	50%	\$ 132,701	\$ 132,701	\$ 265,403
STORM INFILTRATION		0%	100%	\$ -	\$ 605,005	\$ 605,005
WATERMAIN		0%	100%	\$ -	\$ 1,202,274	\$ 1,202,274
ROADWAY		50%	50%	\$ 987,987	\$ 987,987	\$ 1,975,974
PAVEMENT MARKINGS - ROAD		0%	100%	\$ -	\$ 22,658	\$ 22,658
PAVEMENT MARKINGS - BIKEWAY		100%	0%	\$ 33,306	\$ -	\$ 33,306
SIDEWALK & AMENITY ZONE		100%	0%	\$ 953,993	\$ -	\$ 953,993
STREETLIGHTS		100%	0%	\$ 844,355	\$ -	\$ 844,355
PEDESTRIAN SIGNAL		100%	0%	\$ 149,245	\$ -	\$ 149,245
SIGNAL UPGRADES		100%	0%	\$ 126,045	\$ -	\$ 126,045
CONSTRUCTION CONTRACT				\$ 3,502,182	\$ 3,225,176	\$ 6,727,358
Contingency	10%	item-specific		\$ 350,200	\$ 322,500	\$ 672,700
TOTAL				\$ 3,852,382	\$ 3,547,676	\$ 7,400,058
Other Construction Related Services:						
*Construction Engineering & Inspection	12%	50%	50%	\$ 403,650	\$ 403,650	\$ 807,300
*Material Testing	3%	50%	50%	\$ 100,900	\$ 100,900	\$ 201,800
CONSTRUCTION AS-BID TOTAL				\$ 4,356,932	\$ 4,052,226	\$ 8,409,158
**Change Order 1 - Eliminated Items				\$ (138,650)		
CONSTRUCTION BUDGET TOTAL				\$ 4,218,283	\$ 4,052,226	\$ 8,270,509
* These project-wide costs are initially estimated as a 50/50 split between DDA & City. Final cost share percentages will be based on final cost of construction work items.						
** Signal Upgrades and associated contingency						