

**AGREEMENT
SWIFT RUN DRAIN**

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, by and among the Swift Run Drain Drainage District (“Drainage District”), a public corporation under the jurisdiction of the Statutory Drainage Board, by and through the Washtenaw County Water Resources Commissioner (“Commissioner”), whose address is 705 N. Zeeb Rd., Ann Arbor, MI 48103, City of Ann Arbor, a public corporation, whose address is 301 E. Huron St., Ann Arbor, MI 48104 and Pittsfield Charter Township, a public corporation, whose address is 6201 W. Michigan Ave., Ann Arbor, MI 48108 (“Municipalities”), and the Washtenaw County Road Commission, whose address is 555 N. Zeeb Rd., Ann Arbor, MI 48103 (“Road Commission”).

WITNESSETH:

WHEREAS, the Swift Run Drain (“Drain”) is a county drain established pursuant to Act 40 of the Public Acts of 1956, as amended;

WHEREAS, the Road Commission and Municipalities have requested that the culvert on the E. Huron River Drive Access Road in the Swift Run Drain Drainage District, which is part of the Drain, be replaced (the “Project”);

WHEREAS, the work on the Project has not been bid as of the date of execution of this agreement, but the costs of the Project are estimated to total approximately \$215,000.00;

WHEREAS, the Municipalities and Road Commission rely on the foregoing estimate of approximate total cost as a basis for entering into this Agreement; and

WHEREAS, the Road Commission and Municipalities have, in accordance with the terms of this Agreement, agreed to pay all the costs of the work performed on the Project by and for the Drainage District.

NOW THEREFORE, the parties to this Agreement (the “Parties”) agree as follows:

1. The Drainage District shall perform, or have performed, all work required for the Project (the “Work”), which Work will be performed consistent with best management practices, including for soil erosion and sedimentation control. The Drainage District shall perform the inspections of the Work during construction.
2. The Drainage District and Road Commission agree that the Drainage District and its contractor(s) have the permission of the Road Commission to perform the Work within any affected road right-of-way.
3. The Road Commission and the Municipalities shall pay all the costs incurred by the Drainage District for the Work, including all engineering, inspection, easement acquisition, recording, permitting, legal and administrative expenses and costs attendant to this Agreement (the “Total Project Costs”).

4. The Parties understand that \$215,000.00 is an estimate of the approximate Total Project Costs. Once the Work is bid out, if the Total Project Costs are estimated to exceed \$215,000.00, none of the Work shall be performed unless all Parties agree, in writing, to such increase in cost.
5. The contractor with whom the Drainage District contracts to perform the Work shall meet the Road Commission's insurance requirements, and shall provide to all Parties, before any work is begun pursuant to its contract with the Drainage District, and at its sole cost and expense, a Certificate of Commercial General Liability Insurance for the duration of the Work with a per occurrence/aggregate limit of, at minimum, \$1,000,000.00. Such insurance policy(ies) and endorsements necessary for this purpose shall list the Parties as additional named insureds.
6. Once the Project is completed and the Drainage District has calculated the Total Project Costs, each Municipality shall pay 25% of the Total Project Costs, and the Road Commission shall pay 50% of the Total Project Costs. Payment of the Municipalities' and the Road Commission's share of the total costs of the Work shall be due to the Drainage District upon receipt of invoices. Invoices will be issued upon completion of the Work. **In the event that the Road Commission and/or a Municipality requests in writing that their share of the Total Project Costs be paid over more than one year, the Drainage District shall provide the requesting Road Commission and/or Municipality with date each payment is due, the amount of each payment, and the total amount of interest to be paid.**
7. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WASHTENAW COUNTY ROAD COMMISSION

By: Sheryl Siddall
Its: Managing Director

PITTSFIELD CHARTER TOWNSHIP

By: Mandy Grewal
Its: Supervisor

CITY OF ANN ARBOR

By: Christopher Taylor
Its: Mayor

By: Jacqueline Beaudry
Its: City Clerk

Approved as to Substance:

Howard S. Lazarus, City Administrator

Craig Hupy, Public Services Area Administrator

Approved as to Form and Content:

Stephen K. Postema, City Attorney

SWIFT RUN DRAIN DRAINAGE DISTRICT

Evan N. Pratt, Chair
Statutory Drainage Board