

CORS

DA
Control Section 84900
Contract 21-5450

This Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ANN ARBOR, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of MSRN Michigan Spatial Network (MSRN) with an existing Continuously Operating Reference Stations (CORS) servicing the MSRN within the City of Ann Arbor, Washtenaw County, Michigan.

WITNESSETH:

WHEREAS, the DEPARTMENT maintains and operates the MSRN comprised of multiple CORS stations, located within and owned by the CITY; and

WHEREAS, with advances in global positioning system "GPS" technology, the DEPARTMENT, as the MSRN administrator, desires to upgrade and maintain the system with modern hardware and software; and

WHEREAS, due to possible constraints in future CITY funding availability, the parties agree that it would be beneficial for upgrading and transfer of ownership of the CORS station to the DEPARTMENT, which upgrading, and transfer of ownership is hereinafter referred to as the "PROJECT", and is further described and located as follows:

The CORS station at the location of the Ann Arbor city hall building located at; 301 E Huron St, Ann Arbor, MI 48104, COMPRISING OF (1) GR50 Highline serial number 1834240, Proprietary power supplies and accessories; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT and CITY desire to set forth this mutual understanding regarding the PROJECT in the form of a written agreement.

NOW, THEREFORE it is understood that:

1. The parties shall undertake and complete the PROJECT in accordance with this Contract.
2. The responsibilities of the DEPARTMENT in addition to the PROJECT as described shall be as follows:
 - A. Assume all future responsibility for repairs to the receiver, antenna, and other related equipment required to maintain successful operation. Including but not limited to firmware, software, hardware replacement,

and/or updates as deemed necessary by the DEPARTMENT at no cost to the CITY.

- B. Upgrade CORS receivers, antennas, and/or related equipment as funding allows, providing uniform consistency among all CORS. The upgrades will be performed at no cost to the CITY.
- C. Continue to include the Site as part of the MSRN by:
 - 1. Providing archiving of the Receiver Independent Exchange Format (RINEX) data generated; Making the RINEX data available free of charge via MDOTCORS.org website.
 - 2. Continually monitoring the position of the Station.
 - 3. Checking the data for validity (integrity monitoring).

DEPARTMENT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. The DEPARTMENT may reduce its responsibilities herein if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

3 The responsibilities of the CITY in addition to the PROJECT as described shall be as follows:

- A. Allow the DEPARTMENT to upgrade and maintain the existing geodetic grade CORS/GPS receiver, antenna, and its related equipment at its current location in a manner which ensures compatibility with the DEPARTMENT CORS network.
- B. Provide a 120VAC power source at no cost to the DEPARTMENT.
- C. Provide a broadcastable Static IP address and access to all ports required to access the receiver by DEPARTMENT GPS servers at no cost to the DEPARTMENT. The network connections to the devices are required to have uptime near 100%
- D. Provide the contact information for the current Information Technology (IT) Person who is responsible for IT system management for the CITY. This may include any contractors, personnel not on-site, or managing IT for the CITY. The CITY agrees that the DEPARTMENT will not be responsible for any cost that may be incurred by contacting these service providers.
- E. Provide access to equipment during normal business hours by any DEPARTMENT employees or other service people named by the MRSN Administrator.

- F. In the event a CORS must be decommissioned or relocated by the CITY agency due to some irresolvable issue. the DEPARTMENT reserves the right to relocate the site to a location determined, by the DEPARTMENT to be best for the system. A good faith effort, by the DEPARTMENT, will be made to relocate near the original site if possible, realizing that the DEPARTMENT must also comply with federal standards on placement of sites. The MSRN administrator will consult with CITY during this period.
- G. This agreement does not give the DEPARTMENT an easement or ownership to the property which the station resides. The intention of the document is simply to convey the CORS equipment to the DEPARTMENT and retain the partnership that was existing before this date.

4. Each party to this agreement shall remain responsible for any claims arising out of the performance of its own obligations under this agreement or by the law.

5. This contract may be terminated at any time by either party with thirty (30) days written notice to the other party.

6. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ANN ARBOR

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

REVIEWED