

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section CM 63042
Job Number 120276A; 120276C
Fed Item # HK 1441; HH 9153
Fed Project # CM 1763(017);
 CM 1463(005)
Contract 16-5517

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the LUEDERS DRAIN DRAINAGE DISTRICT, through its statutory agent the OAKLAND COUNTY WATER RESOURCES COMMISSIONER, a chapter 20 drain pursuant to Act 40 of 1956, as amended, hereinafter referred to as the "DISTRICT"; for the purpose of fixing the rights and obligations of the parties in agreeing to storm sewer replacement work in conjunction with the DEPARTMENT'S construction on Highway Old M-59 (Auburn Road), located in Rochester Hills, Michigan.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning intersection improvement and signal modernization work along Highway Old M-59 (Auburn Road); and

WHEREAS, the DISTRICT has requested additional work in connection with the Highway Old M-59 (Auburn Road) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Storm sewer replacement work along Highway Old M-59 (Auburn Road) from Alexander to Dearborn; together with necessary related work, located within Rochester Hills, Michigan; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$126,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE),

plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The DISTRICT will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the DISTRICT'S facilities. The DISTRICT is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the DISTRICT'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the DISTRICT 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$126,000

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned at the rate of 5 percent of direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the DISTRICT on a monthly basis for the DISTRICT'S share of the cost of work performed to date, less all payments previously made by the DISTRICT not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice unless a written dispute of payment by the DISTRICT to the DEPARTMENT is received by the DEPARTMENT. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the DISTRICT.

The DISTRICT will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$126,000

The total deposit will be billed to the DISTRICT by the DEPARTMENT and shall be paid by the DISTRICT within 30 days after receipt of invoice.

7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the DISTRICT at no cost to the DEPARTMENT.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the DISTRICT. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the DISTRICT of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

10. 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 DISTRICT and for the DEPARTMENT; upon the approval of said contract by motion of the DISTRICT authorizing the signatures thereto of the respective officials of the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

LUEDERS DRAIN
DRAINAGE DISTRICT

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: Chairman

By _____
Department Director MDOT

Approved at a meeting of the Lueders Drain Drainage District Drainage Board on
_____, 2017