

PROJECT SPECIFIC AGREEMENT
CITY OF DETROIT
TRUNKLINE PROJECT

DA	
Control Section	GF19 63000
Job Number	213304EPE
Contract No.	23-5116

THIS PROJECT SPECIFIC AGREEMENT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “DEPARTMENT”; and the CITY OF DETROIT, 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 construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning to install inductive charging infrastructure under the roadway surface along 14th Street within the CITY’S right-of-way (ROW); and

WHEREAS, the parties hereto anticipate that payments by them or other sources will be sufficient to pay the cost of construction of that which is hereinafter referred to as the “PROJECT” and which is located and described as follows:

Inductive charging infrastructure installation work along 14th Street from Bagley Street to Highway US-12 (Michigan Avenue) under the roadway surface, including electrical cabinet installation work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT will be responsible for the entire cost of the PROJECT; 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; and

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

NOW, THEREFORE, it is understood that:

1. The parties shall undertake and complete the PROJECT work in accordance with the Project Specific Agreement pursuant to MASTER AGREEMENT #03-5546 by and between the DEPARTMENT and the CITY. The CITY does hereby acknowledge its acceptance of the terms of MASTER AGREEMENT #03-5546 with respect to the PROJECT work under this Project Specific Agreement.

2. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
3. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work. The DEPARTMENT will obtain a permit to perform the PROJECT work from the CITY prior starting installation.
4. Upon completion of the PROJECT, the DEPARTMENT shall own, operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations. The CITY shall not restrict access to the PROJECT location for maintenance of the PROJECT. The DEPARTMENT will obtain necessary permits for maintenance work within the CITY'S ROW to notify the CITY of the proposed work.
5. The DEPARTMENT recognizes and acknowledges that private and/or public utility companies may require the modification of the DEPARTMENT'S facilities and it will cooperate with the utility when requested by the CITY. The DEPARTMENT will notify public and/or private utilities within the vicinity of the PROJECT prior to accessing the inductive charging system for maintenance or an emergency. The CITY shall not allow a private or public utility to cut through the inductive charging infrastructure.
6. This inductive charging infrastructure system constructed as the PROJECT shall be included in the review process for all future construction and permit projects in the area. The CITY shall not cut through the inductive charging infrastructure for any reason. The CITY shall not make any modifications to the facilities above or below the PROJECT without consulting the DEPARTMENT. Any removal or modification of the DEPARTMENT'S facilities, when necessary for CITY purposes, shall be performed by the DEPARTMENT or as authorized by the DEPARTMENT.

7. This Project Specific Agreement shall be executed by the duly authorized officials of the CITY and the DEPARTMENT.

CITY OF DETROIT

By  **Ron Brundidge**
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Title:

Director
By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

Demetrius A. Parker Demetrius A. Parker, P.E.
for: MDOT Director Mar 20 2023 10:08 AM
By _____
Department Director MDOT

