

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111– 117,
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II
DISCRETIONARY GRANTS)**

CITY OF ANN ARBOR

**E. STADIUM BOULEVARD BRIDGES REPLACEMENT AND IMPROVEMENT
PROJECT**

FHWA TIGER II Grant No. TDGII-C-01

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of City of Ann Arbor (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111–117, Dec. 16, 2009)), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “TIGER II Discretionary Grants.”

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as “FHWA” or the “Government”).
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee’s Technical Application (the “Project”), titled E. Stadium Boulevard Bridges Replacement and Improvement Project and the negotiated provisions on the Project’s material terms and conditions, including the Project’s scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

1.3 The Government, having reviewed and considered the Grantee’s Technical Application and finding it acceptable, pursuant to the Act awards a TIGER II Discretionary Grant in the amount of Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000) for the entire period of performance (referred to as the “Grant”). As delineated in the Statement of Work, the Grant consists of a Base – Phase 1 and Option – Phase 2. The Phase 1 Base obligation amount consists of Eight Hundred Thousand (\$800,000) for costs associated with acquisition of Project Right-of-Way. Only upon bilateral exercise of the Government Option, via formal amendment to the Grant Agreement and executed by the Government, may the remaining balance of the maximum obligation amount listed this section – Thirteen Million One Hundred Thousand Dollars (\$13,100,000) – be obligated for performance of the Option – Phase 2, which includes Construction and Construction Engineering. This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than six-million-two-hundred-forty-one-thousand-two-hundred Dollars (\$6,241,200) in non-Federal funds are committed to fund the Project in order to satisfy the Act’s requirement that at least twenty percent (20%) of the Project’s costs are funded by non-Federal sources, with not less than Two Hundred Thousand (\$200,000) being committed to Phase 1 and not less than Six Million Forty One Thousand Two Hundred Dollars (\$6,041,200) being committed to Phase 2. The Government’s liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at http://www.ops.fhwa.dot.gov/freight/infrastructure/tigerii/ga_exhbt_tmp/index.htm:

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances
- Exhibit E Responsibility and Authority of the Grantee
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work
- Attachment B Project Schedule

Attachment C Project Budget
Attachment D Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER II Discretionary Grant Program, provides the following information:

2.1 Project’s Statement of Work Summary (for further information see Attachment A):

The removal and replacement of two bridges along E. Stadium Boulevard between Kipke Drive and S. Industrial Highway in the City of Ann Arbor, Washtenaw County, Michigan. The work to be performed includes the reconstruction of E. Stadium Boulevard within the above referenced limits (0.38 miles) along with the construction of two bridges each with on-street bikelanes and sidewalks; pedestrian staircases linking E. Stadium Boulevard and S. State Street; on-street bikelanes and sidewalks along E. Stadium Boulevard; storm sewers; water mains; retaining walls; maintaining traffic during construction, and all other work that is customary and necessary for the proper construction of the project.

2.2 Project’s Schedule Summary (for further information see Attachment B):

Planned or Actual Contract Award Date: September 30, 2011

Planned or Actual Construction Start Date: October 3, 2011

Planned Project Open to Traffic Date: November 9, 2012

Planned Project Completion Date: June 1, 2013

2.3 Project’s Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Sources of Project Funds:

TIGER II Discretionary Grant Amount:	\$13,900,000	60.4%
Phase 1 TIGER II Grant Amount:	\$800,000	
Phase 2 TIGER II Grant Amount:	\$13,100,000	
Other Federal Funds (if any):	\$2,608,300	11.3%
State Funds (if any):	\$250,500	1.2%

Local Funds (if any):	\$6,241,200	27.1%
Phase 1 TIGER II Match Amount:	\$200,000	
Phase 2 TIGER II Match Amount	\$6,041,200	
Other Funds (if any):	\$0	0.0%
Total Project Cost:	\$23,000,000	100.0%

2.4 Project's State and Local Planning Requirements:

2008 - 2011 Transportation Improvement Program for SE Michigan - approved 4/2008
 State Transportation Improvement Program – Amended MDOT STIP – approved 1/2011
 Michigan Trans. Plan - Moving Michigan Forward (2030 SLRP) – approved 11/2008
 Ann Arbor City Council Approval of Project – 3/15/2010

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date:

Categorical Exclusion – September 16, 2010.

Environmental Decision Type and Date:

Class II Action (Categorical Exclusion), September 16, 2010.

Name of Agency and Office Approving each Environmental Decision Document:

United States Department of Transportation
 Federal Highway Administration, Michigan Division
 Kurt Zachary for Russell L. Jorgenson.

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:
 0049131660000

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): N/A

- 2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Homayoon Pirooz, P.E.
Manager
City of Ann Arbor – Public Services Area – Project Management Services Unit
301 E. Huron Street
Ann Arbor, Michigan 48107-8647
(734) 794-6411
hpirooz@a2gov.org

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER II Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by October 1, 2011. Grantee shall represent that the data in the Pre-project Report is current as of October 1, 2011 for existing pedestrian counts and June 1, 2011 for bridge sufficiency data.
- 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall

submit the Project Outcomes Report to the Government by December 31, 2018 which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of September 30, 2018.

- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, attached hereto as Attachment C, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the

Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.

- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Ryan Rizzo, P.E.
Major Projects Manager
Federal Highway Administration – Michigan Division
315 W. Allegan, Room 201
Lansing, MI 48933
517-702-1833
Ryan.Rizzo@dot.gov

and

Ed Strocko
TIGER Discretionary Program Modal Coordinator
Federal Highway Administration
1200 New Jersey Ave. SE, E84-440
Washington DC 20590
(202) 366- 2997
Ed.Strocko@dot.gov

and

Robert Mariner
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE, W84-244
Washington, DC 20590
(202) 366-8914
Robert.Mariner@dot.gov

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 The Phase 2, Construction Phase, may be exercised subject to the Government's determination that Phase 1 is complete and the planned Construction Phase has met all Federal, State and Local requirements, and is subject to availability of funds. The Phase 2, Construction Phase Option, if exercised, will be via formal bilateral amendment to the grant signed by the Government and the Recipient.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
- 5.1.1 The Grantee fails to obtain or provide any non-TIGER II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
 - 5.1.2 The Grantee fails to begin Right-of-Way Acquisition before June 30, 2011;
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds by July 31, 2011;
 - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; or
 - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties.

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2011.

Signature of Government's Authorized Representative

Russell L. Jorgenson

FHWA Michigan Division Administrator

EXECUTION BY THE GRANTEE/RECIPIENT

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2011.

John Hieftje
City of Ann Arbor, Mayor

Jacqueline Beaudry
City of Ann Arbor, City Clerk

Approved as to substance:

Roger W. Fraser
City of Ann Arbor, City Administrator

Sue F. McCormick
City of Ann Arbor, Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City of Ann Arbor, City Attorney

EXECUTION BY State Department of Transportation

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the Federal Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the Federal Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 2011.

Signature of State Department of Transportation Designated
Official Representative

Kirk T. Steudle

State Director - Michigan Department of Transportation

ATTACHMENT A STATEMENT OF WORK

Phase 1 – Right-of-Way Acquisition

This phase of the project consists of acquiring five, small, irregularly-shaped parcels of land that are needed for permanent right-of-way; and, three, small, irregularly-shaped parcels of land that are needed for underground utility easements for the subject project. Also to be acquired for the subject project are seven, temporary grading permit areas, that are needed for the purposes of constructing the project and will be restored to their original condition upon completion of the project.

The Federal funds for phase 1 may only be used on the costs associated with the purchase of the permanent right-of-way needed and the acquisition of the seven, temporary grading permit areas. No Federal funds, including TIGER II grant funds, will be used to reimburse the cost of ROW acquisition activities that were incurred prior to the date of obligation of the Federal funds.

Phase 2 – Construction

The project consists of 0.38 miles of existing HMA and concrete pavement removal; detouring traffic; demolition and construction of two bridge structures; earth excavation and embankment; MSE and cast-in-place concrete retaining wall with brick-façade construction; storm sewer and water main construction; underdrains; aggregate base and sand sub-base; concrete pavement with integral curb and gutter; HMA pavement with concrete curb and gutter; concrete sidewalk; pavement markings; and all related work along E. Stadium Boulevard between Kipke Drive and S. Industrial Highway; and S. State Street; within the City of Ann Arbor, Washtenaw County, Michigan.

The project also includes the reconstruction of S. State Street from a point approximately 250 feet north to 150 feet south of E. Stadium Boulevard. The reconstruction also includes HMA pavement, concrete curb and gutter, sidewalks, storm sewer; underdrains; sanitary sewer; fire hydrant installations; maintaining traffic during construction; and all other work that is customary and necessary for the proper construction of the project.

The project includes the performance of the following work tasks needed to administer and oversee the project to ensure compliance with all applicable State and Federal requirements; construction engineering, project management, and inspection; survey layout and construction staking; and, material testing necessary to properly complete the work.

The bridges and approach roadway will have a typical cross-section that includes 4 – 11' vehicular travel lanes, 2 – 5' wide on-street bikelanes, an eleven feet wide sidewalk on the north side, and eight feet wide sidewalk on the south side with vehicular barriers on both sides of the bridge to create a cross-section that is nominally 77 feet wide. This cross-section will be used from approximate Sta. 125+50 to the POE. The roadway of E. Stadium Boulevard from the POB to approximate Sta. 125+50 transitions from the four-lane cross-section referenced above to a five-lane roadway cross-section that includes 4 – 11- vehicular travel lanes, a 10' center-left turn

lane, 2 – 5' wide on-street bikelanes, an eleven feet wide sidewalk on the north side, and eight feet wide sidewalk on the south side with vehicular barriers on both sides of the bridge to create a cross-section that is nominally 87 feet wide.

**ATTACHMENT B
PROJECT SCHEDULE**

Design Complete	September 2010
ROW Acquisition Complete	May 2011
Construction Plans Complete	June 2011
Construction – Advertisement	July 2011
Construction – Award/NTP/Actual Start	October 2011
Construction – Open to Traffic	November 2012
Construction – Final Completion - Punchlist	June 2013

ATTACHMENT C
PROJECT BUDGET

E. Stadium Boulevard Bridges Replacement and Improvements Project			
Major Category of Work	Estimated Dollar Amount	TIGER II Funding Participating in this work	Percentage of Total Project Cost
Design	\$2,248,000	No	9.8%
Private Utility Relocation	\$378,000	No	1.6%
CE, Inspection, and Material Testing	\$3,617,100	Yes	15.7%
ROW Acquisition	\$1,000,000	Yes	4.3%
Sanitary Sewer	\$51,400	Yes	0.2%
Storm Sewer	\$843,800	Yes	3.7%
Water Main	\$457,900	Yes	2.0%
Removals, Clearing, Earthwork	\$1,471,000	Yes	6.4%
Roadway Base, Pavement(s), and Pavement Markings	\$1,755,900	Yes	7.6%
Retaining Walls	\$2,928,600	Yes	12.7%
Restoration, Street Lighting, Misc.	\$1,473,700	Yes	6.4%
Maintenance of Traffic	\$314,900	Yes	1.4%
Ex. Structure Demolition	\$250,000	Yes	1.1%
Foundation Piling	\$1,229,220	Yes	5.3%
Steel Reinforcement	\$547,300	Yes	2.4%
Superstructure Items	\$1,830,700	Yes	8.0%
Substructure Items	\$2,602,480	Yes	11.4%
TOTAL	\$23,000,000		100.0%

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: E. Stadium Boulevard between S. Main Street and S. Industrial Highway.

Table 1: Performance Measurement Table

Measure	Description of Measure	Frequency	Measurement Period
Bridge Condition (Sufficiency Rating)	Examine and report on the sufficiency of the bridges using adopted FHWA/MDOT inspection forms and reporting methodologies	Annually	<p>Pre-Project (Baseline) Measurement: 1 Year before project construction.</p> <p>After (Performance) Measurement: Annually for a period of 5 years after the project opens for operation under normal conditions</p>
Annual Average Daily Traffic (ADT)	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Quarterly	<p>Pre-Project (Baseline) Measurement: One Year before project commencement</p> <p>After (Performance) Measurement: 5 years after the project opens for operation under normal conditions.</p>
Average Daily Truck Traffic (ADTT)	ADTT measures truck traffic only traffic on a highway or road segment per day.	Quarterly	<p>Pre-Project (Baseline) Measurement: One Year before project commencement</p> <p>After (Performance) Measurement: 5 years after the project opens for operation under normal conditions.</p>

<p>Annual average peak/off-peak vehicle travel time (minutes)</p>	<p>Travel time measured for traffic measured during peak and off-peak periods for the road and bridge segment being replaced.</p>	<p>Quarterly</p>	<p>Pre-Project (Baseline) Measurement: Summer 2011 After (Performance) Measurement: 5 years after the project opens for operation under normal conditions</p>
<p>Average Bike/Pedestrian Trips</p>	<p>Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.</p>	<p>Quarterly</p>	<p>Pre-Project (Baseline) Measurement: Fall 2011 After (Performance) Measurement: Quarterly for a period of 2 years beginning 1 year after the project opens for operation under normal conditions</p>