



**DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
WEDNESDAY, JULY 22, 2020 – 3:00 P.M.**

BOARD MEMBERS PRESENT:

Marvin Beatty
Austin Black
David Blaszkiewicz
Ehrlich Crain
Charity Dean
Melvin Hollowell
Richard Hosey
Nick Khouri
David Massaron
John Naglick
Steve Ogden

BOARD MEMBERS ABSENT:

Sonya Delley
James Jenkins

OTHERS PRESENT:

Kenyetta Bridges (DEGC/DDA)
Gary Brown (DEGC/DDA)
Cora Capler (DEGC/DDA)
Denise Hundley (DEGC/DDA)
Malinda Jensen (DEGC/DDA)
Jennifer Kanalos (DEGC/DDA)
Paul Kako (DEGC/DDA)
Glen Long, Jr. (DEGC/DDA)
Lexi Mabry (DEGC/DDA)
Emmett Moten (Bagley Development Group LLC)
Rebecca Navin (DEGC/DDA)
Sarah Pavelko (DEGC/DDA)
Orza Robertson (DEGC/DDA)
Ed Saenz (Olympia Development)
Nevan Shokar (DEGC/DDA)
Kelly Shovan (DEGC/DDA)



**MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
WEDNESDAY, JULY 22, 2020
ZOOM VIRTUAL MEETING – 3:00 P.M.**

GENERAL

Call to Order

Chair Khouri called the regular meeting of the Downtown Development Authority Board of Directors to order at 3:01 p.m. Roll call was conducted, and a quorum was established.

Approval of Minutes

Mr. Khouri asked if there were any additions, deletions or corrections to the minutes of the July 8, 2020 Regular Board meeting. Hearing none, the Board took the following action:

Mr. Hollowell made a motion approving the minutes of the July 8, 2020 Regular Board meeting, as presented. Mr. Hosey seconded the motion. A roll call vote was conducted with the following result:

Ayes: Mr. Beatty, Mr. Black, Mr. Blaszkiewicz, Mr. Crain, Ms. Dean, Mr. Hollowell, Mr. Hosey, Mr. Massaron, Mr. Naglick, Mr. Ogden and Mr. Khouri.

Nays: None.

DDA Resolution Code 20-07-02-626 was approved.

PROJECTS

Proposed DDA Development Housing and Retail Loan Request for Bagley Development Group LLC

Mr. Shokar gave a brief overview of the project since it had been reviewed and discussed by the Board at its July 8, 2020 meeting, and advised that a proposed resolution was included in the Board material.

Mr. Hollowell renewed his support of the project that he had given at the July 8 meeting and made a motion to approve. Mr. Beatty seconded the motion.

Board Member Hosey again disclosed that he is a member of the Bagley Development Group, has a pecuniary interest in this project, and advised that he would be abstaining from voting on the project.

Mr. Khouri called for discussion.

Mr. Ogden requested that Mr. Shokar go through the timeline again. Mr. Shokar stated that the development team wants to get started this fall. The HUD submission and the application has been completed. The MSF approval was done 60 days ago and there is one last approval, the CBDG, and that will occur in the next 30 – 45 days. We anticipate groundbreaking sometime this fall.



With there being no further questions, the Board took the following action:

Mr. Hollowell made a motion approving the loan to Bagley Development Group, as presented. Mr. Beatty seconded the motion. A roll call vote was conducted with the following result:

Ayes: Mr. Beatty, Mr. Black, Mr. Blaszkiewicz, Mr. Crain, Ms. Dean, Mr. Hollowell, Mr. Massaron, Mr. Naglick, Mr. Ogden and Mr. Khouri.

Nays: None.

Abstentions: Mr. Hosey.

DDA Resolution Code 20-07-93-30 was approved.

Fort Street Crossing Construction Project: Authorization to enter into Contract with Warren Contracting

Mr. Robertson advised that the Downtown Detroit Partnership (“DDP”) and the City of Detroit have partnered to carry out a streetscape improvement project at the intersection of Fort Street and Woodward Avenue (the “Project”). This intersection was identified as a priority project in the Downtown Detroit Transportation Study, completed in 2018, because it is currently difficult and unsafe for pedestrians to navigate. There are two contracts for this project before the Board for consideration.

The improvements to the area will include:

- 1) Traffic calming on Fort Street, reducing it from three through lanes to two;
- 2) A loading/unloading and designated rideshare zone;
- 3) Several new landscaped areas, including street trees and raised planters; and
- 4) New amenities such as bike racks, benches, a scooter corral, and trash receptacles.

The improvements, when constructed, will enhance pedestrian access and safety in the core of Downtown Detroit.

In connection with the Project, the DDA is seeking a qualified contractor to construct the necessary improvements for the Project which include work related to obtaining permits, site demolition, earthwork, site utilities, R.O.W improvements, lane reduction, load/unloading rideshare zone, landscaping, bike racks, benches and trash receptacles (collectively, the “Services”).

To solicit proposals for such work to be performed, DDA staff posted a Request for Proposals on the professional bid service BidNet. DDA received bids from three (3) contractors. Prior to evaluating the bids received, DDA staff applied an equalization credit to Detroit-headquartered and Detroit-based businesses. The three (3) bids received, adjusted for the equalization credit, and the score given to each bid are as follows:



Bidder	Location	Base Bid Price	Equalization Credit	Adjusted Base Bid Price	Score
Warren Contracting	Shelby Twp., MI	\$605,936.23	N/A	N/A	1
WCI Contractors, Inc.	Detroit, MI	\$737,316.20	5%	\$700,450.39	1.5
Major Cement	Detroit, MI	\$928,501.57	5%	\$882,076.49	2.05

DDA staff selected Warren Contracting (the “Contractor”) as the lowest, most responsive bidder. DDA staff determined that the Contractor’s proposal to be the most qualified proposal received based on the following reasons:

- The Contractor submitted the lowest cost proposal;
- The Contractor has a history of completing projects of similar scope and scale;
- The Contractor has completed previous work associated with the Project to the satisfaction of DDA staff;
- The Contractor has a reputable safety and compliance record; and
- The Contractor has extensive inventory of equipment required to complete a project of this scale.

DDP has agreed with DDA staff’s selection of the Contractor to perform the Services. The Contractor has proposed a not-to-exceed contract amount of Six Hundred Five Thousand Nine Hundred Thirty-Six and 23/100 (\$605,936.23) Dollars for the performance of the Services.

DDA staff requested that the DDA Board of Directors authorize the execution of an agreement with the Contractor to provide the Services at the not to exceed amount of Six Hundred Five Thousand Nine Hundred Thirty Six and 23/100 (\$605,936.23) Dollars Payment for services performed by the Contractor are to be funded from the Project funds.

DDA staff also recommended that a contingency representing twenty (20%) percent of the total value of the agreement, or One Hundred Twenty One Thousand One Hundred Eighty Seven and 24/100 (\$121,187.24) Dollars be established to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the DDA, or any two Authorized Agents of the DDA.

A resolution approving and authorizing the DDA to enter into the agreement with the Contractor, for the above described Services and the establishment of a contingency fund was attached for Board consideration.

Mr. Khouri asked how much would be spent on these two contracts. Mr. Robertson replied that the construction is \$605,000 and the CE&I is approximately \$70,000.

Mr. Crain questioned if these bids were solicited. Mr. Robertson answered that proposals were solicited through BidNet. Mr. Crain asked if Executive Orders will be applicable and if the vendors



are aware of the cost impact. Mr. Robertson responded that, yes, Executive Orders will be applicable and that he incorporated Executive Orders in the bid documents, so they are aware.

A lengthy, passionate discussion took place which was spearheaded by Mr. Beatty, Mr. Crain and Mr. Hollowell. Issues discussed by the Board were the following:

1. Dollar amount of bids being high for type of work.
2. Reasons why there is such a large range in the bids.
3. Selection criteria used for bids.
4. Reasons why only three bids were received when more than 10 contractors attended the virtual pre-bid conference.
5. Outreach done to Detroit companies to solicit bids.
6. Sources other than BidNet to be included when soliciting bids to give a broader reach.
7. DDA's equalization process and alignment with that of the City's.
8. Voluntary compliance with Executive Orders in DDA contracts falling below the threshold of Executive Orders and monitoring of same.

Mr. Khouri advised that there are two issues here, the first of which does not need Board approval. They are:

1. The Board directs staff to review DEGC's policy on equalization credit, to both review what the City has done and what is presently being done by DEGC and bring a revised, if necessary, equalization credit approach of DEGC.
2. Regarding the bid, the Board has two options--accept the bid as presented; or, ask for a rebid to cast a broader net and potentially come back with a new equalization credit.

Mr. Crain asked what the ramifications are of not making an award today. Mr. Robertson responded that if it is not approved today, it will kick the project into next year. Mr. Crain asked what the latest this project could be started to be completed this year. Mr. Robertson advised that he estimates the construction to take up to three months. If the project is rebid, that would push it at least another 30 days for Board approval and he would prefer not to begin until next year, with Michigan's unpredictable winter weather in November and December.

Mr. Massaron stated that he would like to see DEGC staff sit Down with Ms. Dean and Mr. Jackson to better understand the programs the City is doing to drive opportunity to Detroiters.

Mr. Ogden added that if Board members have lists of prospective businesses, send the list to Mr. Robertson so that he has some tools to use and can let the contractors know where to go to find the opportunities.

Subsequent to the discussion, the Board took the following action:

Mr. Beatty made a motion tabling the contract with Warren Contracting, as presented. Mr. Hollowell seconded the motion and DDA Resolution Code 20-07-127-02 was tabled.

Ms. Navin advised that she hears the request of the Board and she and Mr. Robertson will discuss the process.



Ms. Navin stated that there is a second item which is a Construction Engineering and Inspection Services contract and asked if the Board would entertain hearing that item and go forward with a vote or request rebidding of that one.

Mr. Khouri stated that the next item is the same project but a different issue and requested Mr. Robertson to proceed with his presentation.

Fort Street Crossing Construction Project CE&I: Authorization to Enter into Contract with DLZ, Inc.

Mr. Robertson reported that he improvements to the area will include:

- 1) Traffic calming on Fort Street, reducing it from three through lanes to two;
- 2) A loading/unloading and designated rideshare zone;
- 3) Several new landscaped areas, including street trees and raised planters; and
- 4) New amenities such as bike racks, benches, a scooter corral, and trash receptacles.

The improvements, when constructed, will enhance pedestrian access and safety in the core of Downtown Detroit.

In connection with the Project, the City of Detroit Downtown Development Authority (“DDA”) is seeking a qualified engineer to perform the Construction Engineering and Inspection services identified on Exhibit A (the “Services”). The Services will include daily work reports, pay applications, oversight of quantity of materials coming in or leaving, preparation of any Michigan Department of Transportation (“MDOT”) style project reports, owner progress reports, exception or quality reports, and project close out reports. The Project documents and construction administration will be produced under the MDOT road construction standards, with all the City of Detroit required special provisions, but the Project is not an MDOT project procured or managed by MDOT. The professional engineer shall assure that its services and documents comply with all governing authority requirements, codes, ordinances, licenses, and the standard of care appropriate to a registered professional engineer in the State of Michigan.

To solicit proposals for the performance of the Services, DDA staff posted a Request for Proposals on the professional bid service BidNet. DDA received bids from five (5) engineers. Prior to evaluating the bids received, DDA staff applied an equalization credit to Detroit-headquartered and Detroit-based businesses. The five (5) bids received, adjusted for the equalization credit, and the score given to each bid are as follows:

Bidder	Location	Base Bid Price	Equalization Credit	Adjusted Base Bid Price	Score
DLZ, Inc.	Detroit, MI	\$56,500	5%	\$53,675.00	1
OHM Advisors	Detroit, MI	\$78,000	5%	\$74,100.00	1.4



Mannik Smith Group	Detroit, MI	\$81,754	5%	\$77,666.30	1.8
Hennessey Engineers	Detroit, MI	\$85,000	5%	\$80,750.00	2.2
NowakFraus Engineers	Detroit, MI	\$161,440	5%	\$153,368.00	2.6

Following the initial scoring and evaluation of the bids listed above, DDA staff conducted a post-bid interview with the lowest scoring bidder, DLZ, Inc. DLZ, Inc.'s initial proposal was revised to \$68,500.00 due to clarifications and revisions to their initial bid, however, the adjusted bid price did not alter the score assigned to the bidder.

Thereafter, DDA staff selected DLZ, Inc. (the "Engineer") as the lowest, most responsive bidder. DDA staff determined that the Engineer's proposal to be the most qualified proposal received based on the following reasons:

- The Engineer submitted the lowest cost proposal;
- The Engineer has a history of completing projects of similar scope and scale;
- The Engineer has completed previous work associated with the Project to the satisfaction of DDA staff;
- The Engineer has a reputable safety and compliance record; and
- The Engineer has extensive inventory of equipment required to complete a project of this scale. 4635..632.0.30.

DDP has agreed with DDA staff's selection of the Engineer to perform the Services. The Engineer has proposed a not-to-exceed contract amount of Sixty-Eight Thousand Five Hundred and 00/100 (\$68,500.00) Dollars for the performance of the Services referenced herein.

DDA staff requested that the DDA Board of Directors authorize the execution of an agreement with the Engineer to provide the requested Services at the not to exceed amount Sixty-Eight Thousand Five Hundred and 00/100 (\$68,500.00) Dollars. Payment for Services performed by the Engineer are to be funded from the Project funds.

DDA staff also recommended that a contingency representing twenty (20%) percent of the total value of the agreement, or Thirteen Thousand Seven Hundred and 00/100 (\$13,700.00) Dollars be established to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the DDA, or any two Authorized Agents of the DDA.

A resolution approving and authorizing the DDA to enter into the agreement with the Engineer, for the above described Services and the establishment of a contingency fund was attached for Board consideration.

Mr. Crain asked if there was a reason that these services were not included in the previous contract. Ms. Navin advised that this is a project that was led by DDP and DPW and DDP solicited the bids that resulted in OHM's selection. They came to us and asked us to fund that design



piece. The Board approved that fund and we did not know for sure if they would be asking for support on the construction piece.

Subsequent to the discussion, the Board took the following action:

Mr. Hollowell made a motion approving the contract with DLZ, Inc., as presented. Mr. Hosey seconded the motion. A roll call vote was conducted with the following result:
 Ayes: Mr. Beatty, Mr. Black, Mr. Blaszkiewicz, Mr. Crain, Ms. Dean, Mr. Hollowell, Mr. Hosey, Mr. Massaron, Mr. Naglick, Mr. Ogden and Mr. Khouri.
 Nays: None.
 DDA Resolution Code 20-07-127-03 was approved.

Riverfront Seawall Reconstruction at the DDA’s Property Located at 1351 W. Jefferson

Mr. Brown advised that the City of Detroit Downtown Development Authority (“DDA”) currently owns the property located at 1351 W. Jefferson Ave, Detroit, MI 48226 (the “Property”) which is between Riverfront Towers on the east and Ralph C. Wilson Centennial Park on the west. The existing Wakefield Sheeting timber and concrete capped seawall retaining the Property along the Detroit River has been in an observable state of deterioration for many years and is believed to be the source of a significant subsidence causing sinkholes and settlement along the shoreline. The City of Detroit Buildings, Safety Engineering and Environmental Department (“BSEED”) has issued a citation requiring the DDA to correct the safety hazard created by the sinkholes.

The City of Detroit and DDA are also negotiating an easement agreement which will permit the Detroit Riverfront Conservancy to construct the extension of the Detroit River Walk over the Property at the 585 lineal feet river’s edge. The River Walk construction requires a suitable and reliable foundation to insure long term performance and maintainability.

To address the immediate stability issues and support the future investment in the Riverwalk, the DDA staff secured conditions assessments from SmithGroup and Somat Engineering of the existing seawall which included test pits, riverside diving inspections and recommendations regarding the repair and reconstruction of the seawall.

Based on the conditions reports and recommendations, the DDA staff prepared, advertised and publicly solicited from experienced and well-qualified specialty engineers and contractors’ proposals for the design-build (“turnkey”) reconstruction or refurbishing of the existing seawall via a Request for Proposals (“RFP”). The RFP included, among other requirements, that the contractor secure all permits and permissions from the Corp of Engineers, the Michigan Department of Natural Resources, and BSEED and compliance with all applicable City of Detroit ordinances.

The DDA received proposals from the following four (4) contractors:

Dean Marine and Excavating Inc.	Mt. Clements, MI	\$1,468,436.00
E.C. Korneffel Company	Trenton, MI	\$1,497,000.00
M-K Construction Co. Inc.	Brownstown, MI	\$1,900,000.00
CA Hull Co. Inc.	Walled Lake, MI	\$5,783,500.00



From these bids, DDA staff identified and selected Dean Marine and Excavating Inc. (the “Contractor”) as the lowest, most responsive bidder. The Contractor has proposed a not-to-exceed amount for the reconstruction of the existing seawall equal to \$1,468,436.00.

DDA staff is requesting the DDA Board of Directors to authorize the execution of an agreement with the Contractor to provide the requested services as expressed herein for the not-to-exceed amount of \$1,468,436.00.

The DDA staff, in consideration of the historic use and potential for hidden and differing subgrade conditions encountered during the reconstruction, requested approval of an Owner’s controlled contingency equal to 20% of the total contract value, or \$293,687.20, to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the DDA, or any two Authorized Agents of the DDA.

A resolution approving and authorizing the DDA to enter into a contract with the Contractor for the above described services and the establishment of a contingency fund was included for the Board’s consideration.

Mr. Hollowell questioned the location of where this work is to be done. Mr. Brown said that a Riverwalk was built in front of Riverfront Towers and that this is the last piece and an important part which will connect everything to the park. This is specifically for preparing the property for construction of the Riverwalk. It does not give a solution for future development on the property. Hopefully at the next meeting, there will be an easement that would be given to the Detroit Riverfront Conservancy to do that construction. That is not included here. This is only preparing the base and making the seawall stable sufficiently to not undermine a new Riverwalk.

Mr. Hollowell asked if there is any opportunity for these companies to do outreach to Detroit companies so that they can lean this business. Mr. Brown stated that this is specialty work and most of the riverfront does have seawalls. In Detroit, there will not be a lot of seawall reconstruction projects. Specialty equipment is required like barges. Some of the excavation work possibly can be done by Detroit businesses.

Subsequent to the discussion, the Board took the following action:

Mr. Hollowell made a motion approving the Riverfront Seawall Reconstruction at 1351 W. Jefferson., as presented. Mr. Hosey seconded the motion. A roll call vote was conducted with the following result:

Ayes: Mr. Beatty, Mr. Black, Mr. Blaszkiewicz, Mr. Crain, Ms. Dean, Mr. Hollowell, Mr. Hosey, Mr. Massaron, Mr. Naglick, Mr. Ogden and Mr. Khouri.

Nays: None.

DDA Resolution Code 20-07-29-48 was approved.

ADMINISTRATION

None.

OTHER MATTERS

Mr. Crain stated that at the last meeting, he asked about an opportunity to revisit the Tigers Ticket Donation Program issue and with the season scheduled to begin within days was wondering



where that stood. Ms. Jensen advised that she did reach out to Ms. Rian Barnhill and Mr. Jordan Fields and has not received a response yet. Mr. Crain requested that a meeting be scheduled. Ms. Jensen stated that she will make the request and broaden the invitation to include their general counsel.

Ms. Dean asked about the maintenance and repair fund and Comerica's use of Detroit-based businesses. Mr. Brown reported that he has been going over this with Chris Lawrence and what they are doing to improve utilization of Detroit-based companies. It is uncertain about how much of the repair work is being done right now. This is something that he is following up on.

PUBLIC COMMENT

None.

ADJOURNMENT

Mr. Khouri adjourned the meeting at 4:12 p.m.



CODE DDA 20-07-02-626

APPROVAL OF MINUTES OF JULY 8, 2020

RESOLVED that the minutes of the Regular meeting of July 8, 2020 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Downtown Development Authority.

July 22, 2020



CODE DDA 20-07-93-30

HOUSING/OFFICE/RETAIL DEVELOPMENT PROGRAM: PROPOSED DDA DEVELOPMENT HOUSING AND RETAIL LOAN REQUEST FOR BAGLEY DEVELOPMENT GROUP LLC

WHEREAS, Bagley Development Group, LLC, (the “Developer”) is seeking to redevelop the United Artists Building located at 150 Bagley into a mixed-use commercial development (the “Project”); and

WHEREAS, in order to facilitate the development, the Developer is seeking a \$2,500,000 loan (the “DDA Loan”) from the City of Detroit Downtown Development Authority (“DDA”) Housing/Office/Retail Development and Absorption Fund (the “DDA Loan Fund”); and

WHEREAS, under the DDA Loan Fund, loans of up to \$2,000,000 are available for housing projects and loans of up to \$1,000,000 are available for retail projects and the DDA Loan will support both housing and retail uses; and

WHEREAS, DDA staff has reviewed the Borrower’s financial documentation and proposes the following terms and conditions for the DDA Loan between the Developer and the DDA:

Loan Amount:	\$2,500,000
Interest Rate:	3.0% per annum
Fee:	1% of the award amount due at closing. Additional fees to be applied and paid throughout the term of the loan for servicing the loan provided by the Michigan Strategic Fund (“MSF”).
Term:	Shall match that of the senior lender, anticipated to be 508 months.
Repayment:	Monthly interest only payments for 28 months (period to match interest only period of HUD Loan), followed by semi-annual principal and interest payments equal to 30% of Distributable Cash Flow as determined by HUD for 480 months (cash flow to be split on a pro rata basis with the MSF). Payment of preferred returns to the HTC investor and lease payments are anticipated to made prior application of split. Developer fees will be paid and split under the same 30/70 proportions as described above.
Security:	Subordinated Lien position on all business assets, Assignment of Leases and Rents, Subordinated Leasehold Mortgage on the property. DDA’s security interest will be subordinated to that of the senior lender, and pari passu with MSF.
Guaranty	A Guaranty of the individuals affiliated with the Borrower. The guaranty will remain in effect until 104 residential units, or 70% of the total residential units on the property, are



under a lease agreement and occupied. Once this occupancy threshold is achieved, the Guaranty would cease to exist.

Eligible Uses: Demolition, alteration, rehabilitation, and improvement, additional machinery, equipment or fixtures for the Project, architectural and engineering or similar fees.

Disbursement: Owner equity contributions are first, followed by a pro rata split between MSF (CRP) and DDA loan funds, followed by senior lender. The DDA Loan will be funded through multiple disbursements following closing.

Conditions: Satisfactory review and acceptance of standard due diligence items. Binding commitments for all Project loans. Borrower will provide itemized schedule and use of funds. Execution of mutually acceptable loan documents.

; and

WHEREAS, in addition to the foregoing, DDA staff will also administer the loan provided by MSF to Developer pursuant to a Loan Participation and Servicing Agreement (the “Agreement”) between the DDA and MSF; and

WHEREAS, DDA staff presented such information to the DDA Finance Committee which recommends the approval of the DDA Loan in accordance with the terms noted above; and

WHEREAS, the DDA Board of Directors has reviewed the terms of the DDA Loan and determined that providing the DDA Loan is in the best interest of the DDA.

NOW, THEREFORE, BE IT, RESOLVED, that the DDA Board of Directors hereby approves the provision of the DDA Loan to Developer and the execution of the Agreement with MSF consistent with the terms provided herein are hereby approved.

BE IT FURTHER RESOLVED, that any two Officers, or any one of the Officers and any one of the Authorized Agents or any two of the DDA’s Authorized Agents, shall hereafter have the authority to negotiate and execute the DDA Loan and the Agreement together with such other terms and conditions that are determined by such Authorized Agents and/or Officers to be customary or appropriate and not inconsistent with this resolution, and to negotiate and execute all other documents, contracts, or papers, and take all actions, necessary or appropriate to implement the provisions and intent of this resolution on behalf of the DDA.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any officer or authorized agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

July 8, 2020 (Tabled)
July 22, 2020



CODE DDA 20-07-127-02

(TABLED)

FORT STREET CROSSING CONSTRUCTION PROJECT: AUTHORIZATION TO ENTER INTO CONTRACT WITH WARREN CONTRACTING

WHEREAS, The Downtown Detroit Partnership (“DDP”) and the City of Detroit have partnered to carry out a streetscape improvement project at the intersection of Fort Street and Woodward Avenue (the “Project”); and

WHEREAS, in connection with the Project, the City of Detroit Downtown Development Authority (“DDA”) is seeking a qualified contractor to construct the necessary improvements for the Project which include work related to obtaining permits, site demolition, earthwork, site utilities, R.O.W improvements, lane reduction, load/unloading rideshare zone, landscaping, bike racks, benches and trash receptacles (collectively, the “Services”); and

WHEREAS, DDA staff received proposals from three (3) contractors to perform the Services; and

WHEREAS, DDA staff have reviewed the proposals and determined that Warren Contracting (the “Contractor”) is the lowest, most responsive bidder; and

WHEREAS, DDA staff is requesting the authorization to enter into an agreement with the Contractor with the total aggregate value not to exceed Six Hundred Five Thousand Nine Hundred Thirty-Six and 23/100 (\$605,936.23) Dollars for the performance of the Services; and

WHEREAS, DDA staff is also recommending that a contingency of approximately twenty (20%) percent of the total value of the agreement, or One Hundred Twenty-One Thousand One Hundred Eighty-Seven and 24/100 (\$121,187.24) Dollars be established; and

WHEREAS, pursuant to its statutorily authorized powers, the DDA has the power to accept funding, expend DDA funds, engage professionals, and take the other steps contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the DDA Board of Directors hereby authorizes the engagement of the Contractor to provide the Services at the not-to-exceed amount of Six Hundred Five Thousand Nine Hundred Thirty-Six and 23/100 (\$605,936.23) Dollars, to be funded from Project funds.

BE IT FURTHER RESOLVED, that the DDA Board of Directors hereby authorizes the establishment of a contingency of approximately twenty (20%) percent of the total value of the agreement, or One Hundred Twenty One Thousand One Hundred Eighty Seven and 24/100 (\$121,187.24) Dollars, to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the DDA, or any two Authorized Agents of the DDA.



BE IT FURTHER RESOLVED, that any one of the officers and any one of the Authorized Agents of the DDA or any two of the Authorized Agents of the DDA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DDA.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any officer or authorized agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

July 22, 2020 (Tabled)



CODE DDA 20-07-127-03

FORT STREET CROSSING CONSTRUCTION CE&I PROJECT: AUTHORIZATION TO ENTER INTO CONTRACT WITH DLZ, INC.

WHEREAS, The Downtown Detroit Partnership (“DDP”) and the City of Detroit have partnered to carry out a streetscape improvement project at the intersection of Fort Street and Woodward Avenue (the “Project”); and

WHEREAS, in connection with the Project, the City of Detroit Downtown Development Authority (“DDA”) is seeking a qualified engineer to perform Construction Engineering and Inspection services described on the attached **Exhibit A** (the “Services”); and

WHEREAS, DDA staff received proposals from five (5) engineers to perform the Services for Project; and

WHEREAS, DDA staff have reviewed the proposals and determined that DLZ, Inc. (the “Engineer”) is the lowest, most responsive bidder; and

WHEREAS, DDA staff is requesting the authorization to enter into an agreement with the Engineer with the total aggregate value not-to-exceed Sixty-Eight Thousand Five Hundred and 00/100 (\$68,500.00) Dollars for the performance of the Services; and

WHEREAS, DDA staff is also recommending that a contingency of approximately twenty (20%) percent of the total value of the agreement, or Thirteen Thousand Seven Hundred and 00/100 (\$13,700.00) Dollars be established; and

WHEREAS, pursuant to its statutorily authorized powers, the DDA has the power to accept funding, expend DDA funds, engage professionals, and take the other steps contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the DDA Board of Directors hereby authorizes the engagement of the Engineer to provide the Services described in **Exhibit A** at the not-to-exceed amount of Sixty Eight Thousand Five Hundred and 00/100 (\$68,500.00) Dollars, to be funded from Project funds.

BE IT FURTHER RESOLVED, that the DDA Board of Directors hereby authorizes the establishment of a contingency of approximately twenty (20%) percent of the total value of the agreement, or Thirteen Thousand Seven Hundred and 00/100 (\$13,700.00) Dollars, to be dispersed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the DDA, or any two Authorized Agents of the DDA.

BE IT FURTHER RESOLVED, that any one of the officers and any one of the Authorized Agents of the DDA or any two of the Authorized Agents of the DDA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other



actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DDA.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any officer or authorized agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

July 22, 2020



Exhibit A

The Engineer will perform the following services or construct the following elements

BASIC SERVICES

1.1 Basic Services

- 1.1.1 The Professional Engineer shall provide, as a Basic Service to the Project, a review and evaluation of the construction drawings and project manual, review and confirmation of the contractor's layout of elevations, grades and alignments, material quality control, material quantity verification, arrangement of materials and compaction testing, consistent with the City Detroit standards to satisfy quality assurance, and to produce and provide reports for any City required material testing, and producing construction contractor payment applications for Owner, and any other services in a professional manner. Professional Engineer shall also review and ensure the professional implementation of the Work described in the Construction Drawings, for the Contractor's delivery of a fully completed Project (the "Services"). The Professional Engineer shall be fully licensed and registered to provide Engineering/Inspection services in the State of Michigan. The Professional Engineer must coordinate its schedule with the working schedule of the construction contractor, and ensure that its staff and any sub consultants judiciously manage its time applied to the tasks for base services so not to exceed the total hours from Professional Engineer's proposal. All Work Products produced by the Professional Engineer shall comply with all local, state, county and federal laws, rules, regulations, and ordinances of any and all such governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project, and requirements of, and conditions of any approvals, certifications or permits given by, any and all governmental authorities and agencies having jurisdiction over the design, construction, existence or use of the Project.
- 1.1.2 Construction Engineering and Inspection (CE & I) services shall include but are not limited to: project administration; inspection; confirmation of contractor's staking and construction layout; quality assurance testing and reporting; measurement, computation, and documentation of quantities; federal court mandated ADA ramp inspection, documentation, reporting, and record keeping for all ADA ramps installed; reporting and record keeping; and documentation to finalize and close out all projects.
- 1.1.3 As part of its base services, Consultant shall:
 - 1.1.3.1 Attend conferences and make such trips as necessary to the DPW – CED's offices and to the site of the Work to confer with



- representatives of the General Contractor, DPW – CED, DDA, or EDA as may be necessary in the carrying out of the Services under this contract.
- 1.1.3.2 Have in its employ a sufficient number of qualified employees available to complete the Services in accordance with the schedule for construction and completion of the Project upon the authorization to proceed with the Services outlined herein.
 - 1.1.3.3 Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.
 - 1.1.3.4 Commence work on the Project as set forth in this contract only upon receipt of written notice from the DDA that the Professional Engineer's services are desired.
 - 1.1.3.5 Submit billings to the DDA as set forth in the Professional Services Agreement.
 - 1.1.3.6 Provide construction layout verification services for the Contractor daily site staking and layout. Reconcile and Document any variances reported by the Contractor, or Project Design Engineer. After a resolution on the variance is made confirm a course of action to the Contractor, provide documentation and direction back to the contractor.
 - 1.1.3.7 Provide the pencil draft payment applications to the Owner for review, for the Contractor work performed. Hold a pencil draft review meeting with the Project Engineer, and Contractor to finalize the pay application. Make modifications as required.
 - 1.1.3.8 Throughout the period the Contractor is performing the Work, the Professional Engineer shall attend twice-monthly meetings between the DDA, the City, and the Contractor(s). The Professional Engineer shall keep written record of all such meetings and submit period meeting minutes as may be requested by the DDA. Records of all work performed by the Professional Engineer in this phase shall be forwarded to the DDA
 - 1.1.3.9 The Professional Engineer shall notify the DDA and the Project Engineer of (a) any probable delays or adverse conditions that will materially affect the ability to attain the Contractor's Work or Schedule, or (b) any favorable development or event which allow time schedule to be improved.
- 1.1.4 The Professional Engineer's principal contact is the Project Manager from the DDA. Consultant shall notify DDA first for authorization to communicate with and / or transmit all substantive communications,



documentations and reports to the City Engineer or the EDA's Resident Engineer, or any other party requesting information.

- 1.1.5 The Professional Engineer agrees to demonstrate knowledge of and performance in compliance with, the standard construction practices of the city of Detroit, the Project construction contract, proposal, and plans; the Standard Specifications and Special Provisions for Construction and all applicable publications referenced within; the Michigan Construction Manual; the Materials Sampling Guide; the Materials Quality Assurance Procedures Manual; the Density Control Handbook; and other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

The Professional Engineer basic services shall also include:

- 1.1.6 **Safety** The Professional Engineer shall perform field operations in accordance with MDOT's Personal Protective Equipment (PPE) Policy as stated in MDOT Guidance Document #10118 (available on their E-Bulletin Board System). The Professional Engineer shall perform field operations in accordance with MIOSHA regulations and accepted safety practices.
- 1.1.7 **Inspectors** Perform as the Inspector for the Project consistent with MDOT's protocol and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and/or procedure manuals. The Professional Engineer shall assign a sufficient number of qualified and experienced technicians to this Project to perform the services in a quality manner to avoid any delay to the Construction. Personnel performing inspection and testing on bituminous, Portland cement, aggregate or for density must have the appropriate certifications and level for the inspection and testing performed. Perform ADA Ramp inspection in conformance with City of Detroit standards in compliance with the Settlement Order of 8-31-06 and Stipulated Order of 9-24-10 (attached). Record filed measurements on the City of Detroit provided inspection forms (sample attached) and attach records to the Inspector's Daily Report (IDR).
- 1.1.8 **Office Support and Equipment** Provide an experienced office technician knowledgeable about the Field Manager system, and procedures regarding project record documentation. Provide administrative support. Provide all computer equipment necessary to run the Field Manager system. Generate quarterly reports required by the federal court in compliance with Settlement Order of 8-31-06 and Stipulated Order of 9-24-10 (attached). Utilize the Excel spreadsheet provided by the City of Detroit (sample attached) to transfer data from the inspector's completed ADA Ramp inspection forms (referenced above) and deliver data timely to the City of Detroit.



- 1.1.9 **Meetings** Arrange and conduct conferences and meetings required for carrying out the services or as may be required by the Project Manager. Prepare and distribute minutes.
- 1.1.10 **Coordination** Provide appropriate coordination and contact, public relations, and cooperation with affected local, state, and/or federal agencies including the Economic Development Administration, other Professional Consultants and other Consultants; the general public; utilities and railroad companies; and local police, fire and emergency services which may be affected by the Project and which are deemed to be the responsibility of the Professional Engineer by the DDA or City of Detroit.
- 1.1.11 **Soil and sedimentation control** Perform inspection of the construction site to verify that proper soil erosion and sedimentation controls are in place by the contractor. Any violation of the NPDES permit by the Construction Contractor must be immediately reported to the Project Manager. Personnel performing inspection on areas where soil and erosion control are needed, must have completed soil and erosion control training.
- 1.1.12 **Changes/Extras/Adjustments** Notify the Project Manager immediately of any unanticipated Project conditions and any Contractor proposed changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
- 1.1.13 **Contentious Issues** Resolve problems, issues, discrepancies, or other items brought to the attention of the Professional Engineer by the Contractor. Provide written documentation of the resolution of such issues. Keep the Project Manager informed of all such issues.
- 1.1.14 **Contractor Claims** If requested by Owner or Project Engineer, represents the Project Engineer on any and all claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the DDA. These claims shall be represented by the Professional Engineer in accordance with Section 104.09 of the most current Standard Specification for Construction and/or MDOT's Written Claim Procedures in effect at the time the Construction Contractor files the claim.
- 1.1.15 **Professional Engineer Deliverables** Collect, properly label or identify, and deliver to the Local Agency all original diaries, logs, notebooks, accounts, records, reports, federal court required ADA Ramp compliance reports, other documents, and Project files prepared by the Professional Engineer in the performance of the Agreement, upon completion or termination of the Agreement. Return, upon completion or termination of the Agreement, all Specifications, Manuals, guides, written instructions, construction contracts and plans, unused forms, and all other documents and materials furnished



by the Local Agency. The Professional Engineer may be responsible for replacing lost documents or materials at a fair and reasonable price.

1.2 **Project Construction Inspection**

1.2.1 The Professional Engineer shall provide ongoing inspection of Contractor field construction work, provide quality assurance, and confirm substantial conformance with the Specifications, Plans and Proposal. Professional Engineer shall arrange for non-compliance work to be made whole by the Contractor or notify the Owner and the Professional Engineer if the item is substantial. Inform the Project Manager of non-compliance work and trends toward borderline compliance.

As part of its construction inspection services, Consultant shall also:

1.2.2 Perform all work consistent with the Construction Drawings and the Specifications, and the requirements of the City Engineer, and at the direction of the DDA.

1.2.3 Provide such reports (weekly, monthly and final) and maintain such records of the Project as is determined necessary by the DDA or City Engineer, Upon request by the DPW – CED, make available thereto all notes and records relating to any and all services performed, including inspector’s diaries and worksheets. Have its official seal or other identification on all data furnished to the DPW – CED.

1.2.4 Govern all Services by the applicable codes, laws, and standards of the DPW – CED, MDOT, and the FHWA.

1.2.5 be responsible for any loss or damage to test documents requested by the DPW – CED while they are in the Professional Engineer’s possession. Restoration of lost or damaged documents shall be at the Professional Engineer’s expense.

Review any Contractors evaluation and reports for one potential traffic signal addition, and the rail crossing signal evaluation and reports; and the MDOT rail signal evaluation and reports for the two rail spurs crossing Georgia Street. If there are any installation anomalies report these to the Contractor to repair and to the entity with jurisdiction, the DDA, and the City of Detroit,

1.3 **Testing Services**

1.3.1 The Professional Engineer shall perform and conduct field checks of Contractors materials and Work, and limited laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of MDOT and the City of Detroit. Reference is made to MDOT’s 2012 Standard Specifications for Construction Manual and the Project’s construction drawings. Contractor will be required to provide



complete quality control, consistent with MDOT's protocol and standards. Professional Engineer will assure that it receives Contractor's reports of all tested materials Contractor is required to provide as part of Contractors quality controls.

- 1.3.2 The Professional Engineer's materials testing reports are to be provided as part of the Professional Engineer's base services, but invoiced consistent with the DDA approved consultant material and testing services fee schedule.
- 1.3.3 The Professional Engineer shall ensure that the Contractor provides the Professional Engineer a timely notification of Contractors delivery of materials that have a requirement for testing, to verify suitability to the Project. Professional engineer has a responsibility to test at least one sample of materials, but no less than 20% of materials through independent assurance testing for all materials delivered on a daily basis, as prescribed in MDOT's Soils and Procedure Manual and Construction Manual. Contractor will be required to conduct quality control which compels the Contractor to provide samples and testing for 80% of the total testing requirement, and provide these results to the Professional Engineer for review and approval, ("quality control") and requires the Contractor to permit the Professional Engineer Review Contractor test results, and to pull additional sampling for up to 20% of the total project sampling required ("Quality Assurance"). Engineer shall assure that the DPW – CED, DDA, and other public agencies having an interest in the service, to be present during the time of performance of the services to allow for review and inspection of work procedures and performance.
- 1.3.4 The Professional Engineer shall sample and/or test, according to the MDOT Materials Sampling guide. Professional Engineer shall reject Contractor's work and materials not meeting the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, Materials Quality Assurance Manual, and any other applicable references, guidelines, and/or procedures manuals. If the Professional Engineer determines that materials are found to be in non-compliance, Engineer will immediately inform the Contractor, City Engineer and DDA of non-compliance work and trends toward borderline compliance.
 - 1.3.4.1 The Professional Engineer's materials testing and quality assurance is to be provided in conjunction with the Professional Engineer's performance of site inspection services.
 - 1.3.4.2 The Professional Engineer's concrete testing services shall include (a) slump, (b) temperature, (c) air, (d) mix design, (e) cylinder testing, (f) sub grade and base materials compaction, (g) utility trench compaction, (h) proctor samples and density, (i) air entrainment, (j) four cylinders for compressive strength testing and



one test at seven days, two at twenty-eight days, with one held. Professional Engineer shall provide granular and cohesive material compaction testing and reports.

- 1.3.4.3 Where appropriate for road transitioning, Professional Engineer shall provide asphalt testing and reports including: (a) mix design, (b) field density control, (c) sampling and recovery penetration tests, (d) temperature, (e) yield, and (f) quality assurance testing.
- 1.3.5 The Professional Engineer shall provide MDOT's Construction and Technology Division notifications in a timely manner, and to provide for independent assurance testing as prescribed in MDOT's Soils and Procedure Manual and Construction Manual. Permit the DPW – CED, MDOT and other public agencies having an interest in the service to be present during the time of performance of the Services to allow for review and inspection of work procedures and performance. If requested by the DDA.
- 1.3.6 The Professional Engineer shall Perform all work consistent with the requirements of the DPW – CED's Project Engineer
- 1.3.7 Professional Engineer shall Provide and/or review reports as they are required by the Drawings and Specifications and maintain such reports as part of the Project record.
- 1.3.8 The Professional Engineer shall assure that acceptable test reports and/or material certifications from the supplier have been received prior to the incorporation of materials in the work, for materials tested from the Project site.
- 1.3.9 Insufficient Tested Materials: Track insufficient tested materials and notify the Contractor on a bi-weekly basis.
- 1.3.10 Submit all reports to the Owner and the Project Engineer of record, with recommendations for re-drafting or acceptance as appropriate. Submit Material test reports, including but not limited to, the Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, Concrete QA reports, and the "Moisture and Density Determination, Nuclear Method", Form 582B, etc. to the distribution list within one business day of the testing.
- 1.3.11 The Professional Engineer shall furnish off-site inspections and tests of steel, cement, bituminous mixture designs, sewer and drainage pipe, traffic signs, and other materials customarily tested in MDOT laboratories with its own forces or by statewide contracts except concrete aggregates, aggregates, and concrete cylinders. The customary testing is described in the Materials Quality Assurance Manual with exceptions noted within the Specifications, Plans and Proposal. The Professional Engineer shall be responsible for the sampling and transportation of the materials to be tested.



- 1.3.12 The Professional Engineer shall secure from the General Contractor, and review and accept the bituminous plant inspection required for Quality Assurance, review and provide a report as to the materials acceptability, and submit the reports to the to the DDA and City Engineer for review and concurrence. The Professional Engineer shall still be responsible for securing all general contractor provided on-site bituminous inspections required, including, but not limited to, locating the required Quality Assurance cores, and coordinating with the contractor regarding sampling.
- 1.3.13 The Professional Engineer and any Sub-Consultants performing density testing services will use equipment regulated by the Nuclear Regulatory Commission (NRC).
- 1.3.14 The Professional Engineer shall Possess a valid license issued by the NRC, or other agency recognized by the Local Agency, for ownership and use of sealed sources contained within portable nuclear density gauges.
- 1.3.15 The Professional Engineer shall provide the Local Agency and MDOT with a copy of the license.
- 1.3.16 The Professional Engineer shall Comply with all rules and regulations set forth by Title 10 (Energy) and 49 (Transportation).
- 1.3.17 The Professional Engineer and any Sub-Consultants shall provide the federal court required ADA ramp inspection at each ramp location, document whether the ramp is compliant or not, direct the Contractor to correct any deficiencies, maintain the inspection records, compile the data into the City provided Excel spreadsheet and report that information to the City in conformance with the Settlement Order and Stipulated Order referenced above and attached.

1.4 **Measurement, Computation and Documentation of Quantities**

The Professional Engineer shall assure the following:

- 1.4.1 **Documentation:** Measure and compute quantities and provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using Field Manager software. The Professional Engineer must obtain and be able to use the version currently being used by MDOT of the Field Manager Suite of Software for this project.

1.5 **Reporting and Recordkeeping**

The Professional Engineer shall assure the following:



- 1.5.1 **Professional Consultant Reports:** Prepare such periodic, intermediate and final reports and records as may be required by City of Detroit and as are applicable to the Project, which may include, but are not limited to:
- A. Inspector's Daily Reports
 - B. Work Orders
 - C. Construction Item and Tested Materials Records using Field Manager
 - D. Transfer of Tested Materials
 - E. Monthly Report on Materials Inspection
 - F. Moisture and Density Determination Reports (Form 582BM)
 - G. Inspector's Report of Concrete Placed (Form 1174A-M)
 - H. NPDES Storm Water Operator Reports
 - I. ADA Ramp Reports, Forms, Spreadsheets, etc.
 - J. Labor Compliance, such as Weekly Employment & OJT Report (Form 1199)
 - K. Construction Estimate Bi-Weekly Report
 - L. Bi-Weekly Construction Progress Report & Weekly Statement of Working Days Charged
 - M. Force Accounts
 - N. Contract Modifications (Recommendations and Authorizations)
 - O. Extension of Time and Liquidated Damages
 - P. Contractor Evaluation (Form 1182)
 - Q. Reduction in Reserve
 - R. Complete Post Construction Review including Form 285-2, if required by the Project Manager
 - S. Other records and/or reports as required for the Project by the Project Manager and/or MDOT and/or as required by Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines and/or manuals.
- 1.5.2 All reports and Project related paperwork should be maintained in the respective project file within five (5) business days of the generation date for the report or project related paperwork.
- 1.5.3 **Reports – Contractor Generated:** Review, process and/or approve Construction Contractor submittals of records and reports required by the



City Engineer as applicable to the Project which may include, but not limited to:

- A. Working Drawings
- B. Weekly Employment Reports, Certified Payrolls
- C. Contractor's claims for additional compensation and extension(s) of time
- D. Other reports and records as required for the Project by the Project Manager

1.5.4 **Project Files:** Maintain project files in accordance with MDOT Office Manual and Local Agency's procedures, to be located at:

1.5.5 **Accounting, Audit & Record Retention:** Follow standard accounting practices and permit representatives of the DPW-CED, and the EDA to audit and inspect its Project books and records in any reasonable time in the "CE&I Consultant Project Record". Such records are to be kept available for **three (3) years** from the date of the final payment of federal aid for work conducted under this Agreement.

1.5.5.1 The Professional Engineer shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract

1.5.5.2 The Professional Engineer shall maintain the RECORDS for at least three (3) years from the date of final payment. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Professional Engineer shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

1.5.5.3 A copy of the RECORDS should be delivered to City Engineering Division Department of Public Works, City of Detroit, located in Cadillac Tower, 65 Cadillac Square Suite 300 after the Final Records Review as described in Section 1.7 is complete.

1.5.5.4 If any part of the work is subcontracted, the Professional Engineer shall assure compliance with subsections 1.5.5.1, 1.5.5.2, and 1.5.5.3 above for all subcontracted work.

1.6 Closing All Project Documentation



- 1.6.1 **Final Inspection** Complete a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after the Professional Engineer's records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to the Professional Engineer.
- 1.6.2 **Project Review/Certification:** Participate in and resolve items determined to be insufficient during the City Engineer review(s) of project records and/or during the City Engineer Certification Process prior to submitting the Final Estimate. Within 45 calendar days of the actual project completion date, the project records shall be ready for the Final Records Review.
- 1.6.3 **Final Acceptance:** Ascertain that the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Invite the Project Manager and the City Engineer to participate in final acceptance.
- 1.6.4 **Final Documents:** Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate Package shall be submitted to the Project Manager within 30 days for the Final Records Review

2.0 Additional Services

The services below ("Additional Services") are not included in the Basic Services and shall be provided by the Professional Engineer only if elected and authorized in writing by the DDA. The Professional Engineer shall be paid by the DDA at the rates as indicated in the Professional Engineer's Hourly Rate Schedule, attached as Exhibit A to the Professional Service Agreement, and originally provided by the Professional Engineer in its response to the RFQ, Part III A for the following:

- 2.1 Preparation for and attendance at arbitration, discovery or legal proceedings on behalf of the Economic Development Corporation, (DDA), Department of Public Works (DPW) or the Project, providing the same is not made necessary by the Professional Engineer's default.
- 2.2 Providing professional services to make revisions to Documents due to changes inconsistent with prior written directions or written approvals received from the Economic Development Corporation, (DDA) or Department of Public Works (DPW).



The Work to be completed by the Contractor is specified in the DDA's Bid Package (the Bid Package). The Contractor shall furnish the Work on a Unit Price format basis in strict conformance with the Bid Package.

2.1 The Work shall be constructed within the City of Detroit owned public right-of-way and greenway easement(s) obtained by the City of Detroit and includes street pavements, sidewalks, street and pedestrian lighting, water mains, sanitary sewers, storm sewers and landscaping (referred to generally as Public Infrastructure).

2.2 The Work shall be provided, performed, constructed and completed in strict accordance with the Construction Plans prepared by OHM Advisors and the General Conditions, and the General Requirements as listed and identified in the Table of Contents, and the Special Requirements from the Contract Agreement.

2.3 The Contractor in completing each unit of Work shall provide all required, necessary and incidental labor, equipment, tools, material, permits, fees, taxes, insurance, bonds, inspections, notifications, services, general requirements, special requirements, construction administration, overheads, profits and supervision to properly perform all activities and complete the Work in accordance with the Construction plans and specifications and Construction Documents and according to all governing federal, state, and local laws and regulations.

2.4 The completed Construction, without regard to the estimated quantities, when completed by the Contractor shall be fully inspected, integrated and ready for turn over to the governing City Department for public use.