



**ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
TUESDAY, MARCH 22, 2022 – 9:00 A.M.**

BOARD MEMBERS PRESENT: Jonathan Quarles
Kimberly Clayson
Linda Forte
Damon Hodge
Chris Jackson
Kwaku Osei

BOARD MEMBERS ABSENT: Marsha Bruhn
Thomas Stallworth
Clifford Brown
Antoine Bryant (Ex-Officio)
John Naglick (Ex-Officio)

SPECIAL DIRECTORS PRESENT: None

SPECIAL DIRECTORS ABSENT: None

OTHERS PRESENT: Cora Capler (DEGC/EDC)
Jennifer Kanalos (DEGC/EDC)
Brian Vosburg (DEGC/EDC)
Catherine Frazier (DEGC/EDC)
Kevin Johnson (DEGC/EDC)
Paul Kako (DEGC/EDC)
Glen Long, Jr. (DEGC/EDC)
Drew Lucco (DEGC/EDC)
Rebecca Navin (DEGC/EDC)
Lexi Shaw (DEGC/EDC)
Kelly Shovan (DEGC/EDC)
Danielle Parker (DEGC/EDC)
Orza Robertson (DEGC/EDC)
Moddie Turay (City Growth Partners)
Emily Baxter



**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS REGULAR MEETING
DETROIT ECONOMIC GROWTH CORPORATION
500 GRISWOLD, SUITE 2200
MARCH 22, 2022 – 9:00 A.M.**

GENERAL

Call to Order

Chairperson Forte called the regular meeting of the Economic Development Corporation Board of Directors to order at 9:07 a.m. Roll call was conducted, and a quorum was established.

Approval of Minutes

Ms. Forte asked if there were any additions, deletions, or corrections to the minutes of the February 22, 2022 regular Board meeting. Hearing none, Ms. Forte called for a motion.

Ms. Clayson made a motion approving the minutes of the February 22, 2022 regular Board meeting, as written. Mr. Quarles seconded the motion. All were in favor with none opposed.

EDC Resolution Code 22-03-02-358 was unanimously approved.

Receipt of Treasurer's Report

Ms. Shovan reviewed the Treasurer's Report of Receipts and Disbursements for the month of February 2022. With there being no questions, Ms. Forte called for a motion.

Mr. Hodge made a motion to approve the February 2022 Treasurer's Report, as written. Mr. Quarles seconded the motion. All were in favor with none opposed.

EDC Resolution Code 22-03-03-272 was unanimously approved.

PROJECTS

Motor City Match: Recommendation to Update Approved Awardee Address

Mr. Lucco presented the Motor City Match: Recommendation to Update Approved Awardee Address.

Since June 1, 2015, the EDC's Motor City Match program began accepting applications for the Business Owner "Cash" Award Track. The "Cash" Award Track awards businesses who have a business plan, a secured space, and funds available to invest in their project a grant up to \$100,000 to assist in the business' project.

Upon submission of an application for the "Cash" Award Track and the subsequent approval of an award to selected Motor City Match awardees, awardees are required to identify the location of their business. NOIS – Neighborhood Opportunity Incubator Space (the "Awardee"), was awarded a Motor City Match "Cash" award on January 10, 2017 in the amount of \$100,000. Since



then, the Awardee began requesting and utilizing disbursements of the grant for the purchase of fixtures and equipment for its business and \$72,385.40 remains in grant funds available for Awardee’s project. During the coronavirus pandemic, the awardee was unable to continue with construction due to rising construction costs coupled with reduced revenue. The Awardee changed its project location in the fall of 2021 when an opportunity to purchase their own space arose. The equipment and furniture purchased for the original location will be utilized in the new location. Though delayed, the awardee is now ready to continue and complete construction in their new space. In order for the Awardee to complete its project and use the remaining funding under its respective “Cash” grant award, EDC staff recommends that the Awardee’s business address be updated in accordance with the following:

Awardee	Round	Original Location	New Location
NOIS	13	3439 Livernois Detroit, MI 48210	4670 Junction Ave. Detroit MI, 48210

A resolution approving the staff’s recommendation to update the Awardee’s business address as stated herein was attached for the Board’s consideration.

Ms. Forte asked if there were any comments/questions.

Mr. Hodge asked if the grant funds were still going to be used for construction costs for the new location and if the amount of the grant funds would be sufficient for the work. Mr. Lucco stated that the cost of repairing roof of the original location was more than anticipated and not cost effective and that the Awardee reevaluated their options during Covid and found a new location and the grant funds will be used for construction activities at the new location which used to be a daycare center, and that this new location is a more sustainable path for the business.

Mr. Jackson asked if the Awardee was also a recipient of a Design award. Mr. Lucco stated that the Awardee received both the Business Plan and Design awards through the MCM program and that unfortunately the designs for the original location cannot be transferred to the new location since they were location-specific but if the Awardee needs assistance with the design of the new location, then assistance through the MCM program may be available to the Awardee.

Hearing no further questions, the Board took the following action:

Mr. Hodge made a motion to approve the Motor City Match: Recommendation to Update Approved Awardee Address, as presented. Ms. Clayson seconded the motion. All were in favor with none opposed.

EDC Resolution Code 22-02-84-14 was unanimously approved.



Mt. Elliott Road Construction Project: Request to Approve Professional Services Agreement for Construction Engineering & Inspection Services with DLZ Michigan, Inc.

Mr. Robertson presented the Mt. Elliott Road Construction Project: Request to Approve Professional Services Agreement for Construction Engineering & Inspection Services with DLZ Michigan, Inc. to the Board.

The Economic Development Corporation of the City of Detroit (“EDC”) previously agreed to procure Construction Engineering and Inspection (“CE&I”) Services for the Mt. Elliott Road Reconstruction Project (the “Project”) as part of the local contribution towards the Project. The Project seeks to improve the Mt. Elliott Street right of way, from Georgia Street to Conant Intersection, which is roughly 5,441 lineal feet in total length with such construction work being procured by the City of Detroit.

In connection with the Project, EDC staff issued a Request for Proposals (“RFP”) on February 1, 2022 for CE&I Services. The CE&I services are related to the construction oversight of the general contractor’s construction contract with the City of Detroit Department of Public Works (“DPW”) for the Project. The CE&I services to be performed for the Project are included in Exhibit A attached hereto and are summarized as follows: daily work reports, pay applications, verification of quantity of materials coming in or leaving the Project site, preparation of any Michigan Department of Transportation project reports, oversight of Project progress, preparation of exception or quality reports, or project close out reports (collectively, the “Services”). The respondents to the RFP submitted proposals, which were reviewed by EDC Staff to determine the most responsive firm to provide a future cost proposal for the Services.

The EDC received five (5) responses to the RFP

Bidder	Location	Base Bid Price
DLZ	Detroit	\$ 191,014.00
Hennessy Engineers	Detroit	\$ 450,000.00
Mannik and Smith Group	Detroit	\$ 310,575.00
Nowak and Fraus	Detroit	\$ 361,000.00
OHM	Detroit	\$ 438,949.75



The EDC staff reviewed the proposals and determined that the proposal submitted by DLZ Michigan, Inc. (the "Contractor") to be most responsive. EDC staff determined that the Contractor's proposal to be the most qualified proposal received based on the following reasons:

- Price comparable for requested scope
- Previous work experience with EDC

The Contractor proposed a **not to exceed amount** of One Hundred Ninety-One Thousand Fourteen and 00/100 (\$191,014.00) Dollars for the performance of the Services.

EDC staff requested that the EDC Board of Directors to authorize the execution of an agreement with the Contractor to provide the Services for the not to exceed price of One Hundred Ninety-One Thousand Fourteen and 00/100 (\$191,014.00) Dollars.

EDC staff also recommended that an owner's contingency of approximately twenty percent (20%) of the contract value or Thirty-Eight Thousand Two Hundred Two and 00/100 (\$38,202.00) Dollars be established to be disbursed upon the authorization of any two Officers, or any one of the Officers and any of the Authorized Agents of the EDC. A resolution was attached for the Board's consideration.

Ms. Forte asked if there were any questions.

Hearing none, the Board took the following action:

Mr. Jackson made a motion to approve the Mt. Elliott Road Construction Project: Request to Approve Professional Services Agreement for Construction Engineering & Inspection Services with DLZ Michigan, Inc., as presented. Mr. Osei seconded the motion. All were in favor with none opposed.

EDC Resolution Code 22-03-12-60 was unanimously approved.

Atwater/Riopelle: Amendment to Development Agreement

Ms. Frazier presented the Atwater/Riopelle: Amendment to Development Agreement to the Board.

In October of 2018, the Economic Development Corporation (the "EDC") approved the of assignment of a purchase option from the Orleans Landing Developer to City Growth Partners, LLC, a development firm managed by Mr. Moddie Turay. City Growth Partners, through its affiliate ERF Atwater, LLC (the "Developer"). The approved project plan included a \$120 million minimum investment in a mixed-use development with approximately 25,000 square feet of street level retail, 300 residential units, 100 hotel rooms and a fee-based parking deck open to the public (the "Project"). The Project plan included a full financial proforma, conceptual design drawings and site plan, project timeline.



Due to adverse changes in the hospitality market caused by the Covid-19 pandemic, the Developer is requesting a change in the approved Project requirements, including an elimination of the hotel use, increase in residential use, and reduction in retail space. The Developer has completed a market study to inform the residential market demand, as well as a site massing study to determine the general scale and distribution of residential units. The revised Project scale is consistent with the size and scale of those currently built and planned for the East Riverfront.

The requested changes in programming include the following (the “Modified Minimum Project Requirements”): a reduction of street level retail from approximately 25,000 square feet to approximately 18,000 square feet, an elimination of the hotel use, and increase in number of residential units from 300 residential units to 400 residential units, of which a 20% cross-section will be offered at 80% area median income, with estimated affordable rents ranging from \$1,120 to \$1,664 a month, inclusive of utilities.

The EDC staff evaluated the Modified Minimum Project Requirements and the revised Project sources and uses and reviewed same with the appropriate City of Detroit departments. EDC staff requested the Board’s approval of the Modified Minimum Project Requirements.

Following the Boards decision, final design drawings will start. Construction commencement is anticipated for Spring of 2023 with completion targeted for fall of 2025.

A resolution approving the proposed Modified Minimum Project Requirements was attached for the Board’s review and consideration.

Ms. Forte asked if there were any questions.

Mr. Osei asked if the removal of the planned hotel from the project an impact on the City’s attraction of conferences to the area. Mr. Turay stated that hotel financing is a struggle in Detroit and there are some new hotel projects in the works that are waiting for changes in the market to proceed.

Mr. Osei asked for more information on the reduction of retail space for the project. Mr. Turay stated that the goal was to have ground-floor retail along Atwater Street and around the corner on Riopelle Street and that the planned spaces were larger than the current market could sustain and that the changes to the amount of retail space still allows for retail on Atwater Street and the retail spaces will now be smaller to be more attractive to local retailers.

Mr. Jackson asked if the parking deck will still be included in the project. Mr. Turay stated that the parking deck is staying as part of the project and will still be three levels.

Ms. Forte asked for the sizes of the residential unit sizes and the anticipated number of affordable units. Mr. Turay stated that the average size for the residential units is 700 square feet, with the studio units averaging 500 square feet, the one-bedroom units at 750 square feet, the two-bedroom units at 900 square feet, and the few three-bedroom units at 1,000 square feet. Mr.



Turay added that there will be approximately 80 of the residential units available at 80% of the Area Median Income.

Hearing no further comments or questions, the Board took the following action:

Mr. Osei made a motion to approve the Atwater/Riopelle: Amendment to Development Agreement, as presented. Mr. Jackson seconded the motion. All were in favor with none opposed.

EDC Resolution Code 22-03-70-91 was unanimously approved.

ADMINISTRATION

None.

OTHER MATTERS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

On a motion by Mr. Osei, seconded by Ms. Clayson, Ms. Forte adjourned the meeting at 9:28 a.m.



CODE EDC 22-03-02-358

APPROVAL OF MINUTES OF FEBRUARY 22, 2022 REGULAR MEETING

RESOLVED, that the minutes of the Regular meeting of February 22, 2022 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 Economic Development Corporation.

March 22, 2022



CODE EDC 22-03-03-273

RECEIPT OF TREASURER'S REPORT FOR FEBRUARY 2022

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending February 28, 2022, as presented at this meeting, is hereby in all respects accepted as action of the Economic Development Corporation.

March 22, 2022



CODE EDC 22-03-91-123

MOTOR CITY MATCH: PREVIOUSLY APPROVED AWARDEE RECOMMENDATION TO CHANGE ADDRESS

WHEREAS, : NOIS – Neighborhood Opportunity Incubator Space (the “Awardee”) was previously awarded a Motor City Match “Cash” Grant during round 13; and

WHEREAS, the Awardee was required to identify the location of its business prior to the EDC Board’s approval of their cash award; and

WHEREAS, the Awardee has recently updated its business location from 3439 Livernois to 4670 Junction Ave. Detroit MI, 48210; and

WHEREAS, EDC staff recommends the approval of the updated Awardee business location, allowing Awardee to utilize the previously awarded “Cash” grant award.

THEREFORE, BE IT RESOLVED the EDC Board of Directors approves the updated Awardee address as sated herein.

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 EDC’s Authorized Agents shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers and to take such actions as are necessary or appropriate to implement the provisions and intent of this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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 the execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

March 22, 2022



CODE EDC 22-03-12-60

MT. ELLIOTT ROAD RECONSTRUCTION PROJECT: REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES WITH DLZ MICHIGAN, INC. FOR THE MT. ELLIOTT ROAD RECONSTRUCTION PROJECT

WHEREAS, the City of Detroit, through its Department of Public Works has engaged a contractor for the improvement and reconstruction of the Mt. Elliott Street right of way, from Georgia Street to Conant Intersection, which is roughly 5,441 lineal feet in total length (the Project"); and

WHEREAS, in support and furtherance of the Project, EDC staff determined that it is necessary to procure the Construction Engineering & Inspection services described on Exhibit A attached hereto (the "Services") and on February 1, 2022, EDC staff issued a Request for Proposals ("RFP") for such Services; and

WHEREAS, EDC staff received and reviewed 5 bids and has recommended that the DLZ Michigan, Inc. (the "Contractor") as the lowest, most responsive bidder; and

WHEREAS, EDC staff is requesting the authorization to enter into an agreement with the Contractor at a -not-to exceed amount of One Hundred Ninety-One Thousand Fourteen and 00/100 (\$191,014.00) Dollars for the performance of the Services; and

WHEREAS, EDC staff is also recommending that a contingency of approximately twenty (20%) percent of the total value of the agreement, or Thirty-Eight Thousand Two Hundred Two and 00/100 (\$38,202.00) Dollars be established; and

WHEREAS, the EDC Board determined that the staff recommendation is reasonable and consistent with the scope of work for the Project.

NOW, THEREFORE BE IT RESOLVED that the EDC Board of Directors hereby authorizes the negotiation and execution of an Agreement with the Contractor to perform the Services for the Project in a manner consistent with the RFP for a **not to exceed** amount of One Hundred Ninety-One Thousand Fourteen and 00/100 (\$191,014.00)

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes establishment of an owner's contingency in the amount of (20%) percent of the total value of the agreement, or Thirty Eight Thousand Two Hundred Two and 00/100 (\$38,202.00) Dollars, to address requirements for unforeseen conditions and to be expended at the direction of any two Officers or any one of the Officers and any of the Authorized Agents or any two Authorized Agents of the EDC.

BE IT FURTHER RESOLVED that the EDC Board of Directors hereby authorizes any two Officers, or any one of the Officers and any of the Authorized Agents or any two Authorized Agents of the EDC to negotiate and execute any and all documents necessary to implement the



provisions and intent of this resolution, including but not limited to change orders for use of owner's contingency funds.

BE IT FINALLY RESOLVED that all of the acts and transactions of any officer or authorized agent of the EDC, in the name and on behalf of the EDC, 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.

March 22, 2022



EXHIBIT A – Scope of Services

2. SCOPE OF WORK

The Professional Engineer shall provide and perform the Basic Services as required in this scope of services, and to assist the EDC to solicit & procure the street and infrastructure improvements from a General Contractor, within the Project Area.

The Engineer Work Product will include Daily Work Reports, pay applications, Quantity of materials coming in or leaving, any MDOT style project reports, Owner progress, exception or quality reports, or 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 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.

The Project is funded through a grant provided by a Community Development Block Grant for Declared Disaster Recovery (“CDBG-DDR”) from the U.S. Department of Housing and Urban Development and the City of Detroit. Professional Engineer shall have responsibility to comply with those provisions of the grant that relate to the performance of its Services.

The Professional Engineer shall, based on the Professional Engineer’s experience and evaluation of the Project, provide the professional hours and Services required and necessary to thoroughly and competently oversight the Work, and to prepare and produce the specified Reports and Documents.

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, EDC, 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 EDC that the Professional Engineer's services are desired.
 - 1.1.3.5 Submit billings to the EDC 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 EDC, 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 EDC. Records of all work performed by the Professional Engineer in this phase shall be forwarded to the EDC
- 1.1.3.9 The Professional Engineer shall notify the EDC 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 EDC. Consultant shall notify EDC 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 EDC 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 EDC. 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 EDC.
- 1.2.3 Provide such reports (weekly, monthly and final) and maintain such records of the Project as is determined necessary by the EDC 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 EDC, 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 EDC 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, EDC, 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 EDC 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 EDC.
- 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 EDC 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 (From 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 1.6.5.1, 1.5.5.2, and 1.6.5.3 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

1.7 Professional Engineer Payment

1.7.1 The Consultant shall perform ALL the required services consistent with its not to exceed contract value schedule. Such services to be billed consistent with submitted schedule of professional rates and fees attached to the Professional Services Agreement (PSA), as Exhibit XX.

1.7.2 Direct expenses will not be paid in excess of that allowed by the EDC. Supporting documentation must be submitted, with the invoice/bill, for all billable expenses.

1.7.3 The use of overtime hours is not acceptable unless prior written approval is granted by the EDC; that approval includes the executed professionals services contract based on this Scope of Services and the priced proposal –Quotation – submitted by the Professional Engineer

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 EDC. The Professional Engineer shall be paid by the EDC 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, (EDC), 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, (EDC) or Department of Public Works (DPW).

The Work to be completed by the Contractor is specified in the EDC’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 SmithGroupJJR 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.

END OF SECTION+



CODE EDC 22-03-70-91

ATWATER / RIOPELLE: AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, in October of 2018, the Economic Development Corporation (the “EDC”) approved the of assignment of a purchase option from the Orleans Landing Developer to City Growth Partners, LLC, through its affiliate ERF Atwater, LLC (the “Developer”), for a \$120 million mixed-use development with approximately 25,000 square feet of street level retail, 300 residential units, 100 hotel rooms and a fee-based parking deck open to the public (the “Project”); and

WHEREAS, due to adverse changes in the hospitality market caused by the Covid-19 Pandemic, the Developer is requesting a change in the approved Project requirements as follows (the “Modified Minimum Project Requirements”): a reduction of street level retail from approximately 25,000 square feet to approximately 18,000 square feet, an elimination of the hotel use, and increase in number of residential units from 300 residential units to 400 residential units, of which a 20% cross-section will be offered at 80% area median income; and

WHEREAS, EDC staff has evaluated the proposed Modified Minimum Project Requirements and Developer’s revised sources and uses for the Project and recommends approval of the Modified Minimum Project Requirements to the Board; and

WHEREAS, the EDC Board of Directors has reviewed the proposed Modified Minimum Project Requirements and determined they are consistent with the EDC’s goal for the revitalization of the East Riverfront and are otherwise appropriate and consistent with the EDC’s statutory purposes.

NOW, THEREFORE, BE IT RESOLVED that the EDC Board of Directors hereby authorizes approves the Modified Minimum Project Requirements and authorizes the execution of a development agreement upon the terms and conditions previously approved by the Board, as modified by the Modified Minimum Project Requirements, together with the same such terms and conditions deemed reasonable and not materially inconsistent with the approved terms by EDC’s counsel and Authorized Agents.

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

BE IT FINALLY RESOLVED that all of the acts and transactions of any Officer or Authorized Agent of the EDC, in the name and on behalf of the EDC, 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.

March 22, 2022