

DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY  
EASTERN MARKET ROAD RECONSTRUCTION – PROFESSIONAL DESIGN AND  
ENGINEERING SERVICES  
ADDENDUM NO. 2  
AUGUST 10, 2022

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This Addendum is incorporated into the requirements and contract documents for the Request for Proposals referenced above and shall be so indicated as Addendum No. 2 on the proposal form accompanying the submittal for this project.

All terms and conditions of the Request for Proposal and Addendum No. 1 shall remain unchanged except as specifically changed or amended by the following:

**1.0 Question: What information do you need/want to be submitted in addition to the completed proposal form?**

**Response:** Along with the Bid Proposal Form, Bidders are encouraged to submit a summary of qualifications which may include relevant work experience and examples of similar projects that the Bidder has completed.

**2.0 Question: What is DBRA planning to use the topographical survey for? Do you need it for anything other than design?**

**Response:** The DBRA will utilize the topographical survey during the construction phase, for example, when grading for stormwater management elements of the project .

**3.0 Question: Section 4.07 of the Professional Services Agreement included in the RFP package states: “For the term of this Agreement and for one (1) year after its termination, the Professional Contractor shall not employ any employee or agent of the DBRA without obtaining the DBRA's prior written consent.” Will this restriction apply to employing an employee or agent who answers a general advertisement or who otherwise voluntarily applies for hire without having been personally solicited by Professional Contractor?**

**Response:** As drafted, the language prohibits the selected contractor from employing any agent of DBRA without obtaining prior written consent, regardless of whether that agent is personally solicited by the contractor.

**4.0 Question: Section 5.04 of the Professional Services Agreement included in the RFP package states: “Professional Contractor acknowledges and agrees that reimbursement for out-of-pocket expenses is not contemplated**

**under the terms of this Agreement.” Given this language, why is there a line item for reimbursable costs included on the Bid Form?**

**Response:** This is standard language for most of our projects. If a bid includes certain out-of-pocket costs that are above and beyond the Basic Services identified in the response and that proposal is selected and approved by DBRA, then this language will be modified accordingly. Please note, in the event that the DBRA selects and approves a bid that contemplates the payment of certain out-of-pocket expenses, those expenses must be authorized in writing by the DBRA.

**5.0 Question: Section 7.01 (d) of the Professional Services Agreement included in the RFP package states: “The DBRA may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the DBRA from the Professional Contractor is determined”. Does this mean that the DBRA may withhold any payment due to the Professional Contractor under any other agreements the Contractor may have with DBRA?**

**Response:** Yes.

**6.0 Modification of DBRA’s standard professional services agreement.**

**Response:** Please note that the selected contractor will be required to execute a professional services agreement in the form provided in the bid documents. Any requested changes to the agreement must be submitted with the bidder’s response to the RFP and will be reviewed by DBRA’s counsel. Such requests may be approved or rejected in DBRA’s sole discretion.

**7.0 Addendum No. 1 additional design and engineering information.**

**Response:** Addendum No. 1 contained a link to design and engineering information previously produced for this project by the City of Detroit’s Department of Public Works. Please note that the information provided is for reference purposes only.

**End of Addendum No. 2**