

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER
2877508
 STANDARD PO NUMBER 2877509
 CHANGE ORDER #
 REVISION 1
 REVISION 1

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT DPW	
FUNDING SOURCE (Percent) FEDERAL % STATE 100% CITY % OTHER %	DEPARTMENT CONTACT PERSON JOSE ABRAHAM	PHONE NO. 224-3932	REVISION 1
CONTRACTOR'S NAME: DOWNTOWN DEVELOPMENT AUTHORITY		DATE PREPARED 07/27/2015	
CONTRACTOR'S ADDRESS: 500 GRISWOLD, STE 2200 DETROIT, MI 48226	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 2,625,231 TOTAL CPO AMOUNT \$ 2,625,231 CHANGE AMOUNT \$ 86,031		
PHONE NO. (313) 237-4604		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-6304158		MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: AMENDMENT 1 TO COBO HALL-CONGRESS STREETScape ENHANCEMENT PROJECT CHARGE ACCOUNT: - 3301 - 193329 - 005517 -632100 - 13598- 000000 - A4570			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	7/27/15
JUL 28 2015	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
	FINANCE DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ FINANCE DIRECTOR OR DEPUTY	
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ CORPORATION COUNSEL	
	PURCHASING DIVISION _____ PURCHASING DIRECTOR	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

DEPARTMENT: DPW-STREET FUND [] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR'S NAME: DOWNTOWN DEVELOPMENT AUTHORITY

CONTRACTOR'S ADDRESS: 500 Griswold, Suite 2200, Detroit, MI 48226

WHAT FORM OF COMPETITION DID THE DEPARTMENT ENGAGE IN TO OBTAIN THIS PROFESSIONAL SERVICE CONTRACT:

Request For Proposal (RFP)	#
Request For Quotes (RFQ)	#
Request For Qualifications (RFQQ)	#

If there was no competition obtained, explain why:

PROJECT: Cobo Hall-Congress Streetscape Enhancement Project

TYPE OF FUNDING AND %: State Funds 100%

CONTRACT AMOUNT: \$2,625,231

CONTRACT PERIOD: March 2013 – June 2017

ADVANCE PAYMENT: NONE

BRIEF DESCRIPTION: AMENDMENT 1 TO INCREASE THE MAXIMUM FEDERAL FUNDS AVAILABLE TO \$2,672,531 LESS AMOUNT RETAINED BY MDOT FOR THE CONGRESS STREET INTERSECTION/ APPROACH PROJECT. PRELIMINARY ENGINEERING, CONSTRUCTION ENGINEERING & INSPECTION AND CONSTRUCTION FOR ROADWAY IMPROVEMENTS TO CIVIC CENTER DRIVE AND JEFFERSON AVE AND RIGHT OF WAY ENHANCEMENTS TO CONGRESS INCL SIDEWALK REPLACEMENT, LIGHTING, ETC

REASON FOR DELAY:

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date Received: 00/00/2014

Date: 9/2/2015

Department DPW

Division: Administration

Dept Head/Contact Person: Jose Abraham Phone No.: 313-224-3901

Description: Amendment 1 to Cobo Hall-Congress Streetscape Enhancement Project; increase the maximum federal funds available to \$2,672,531 less amount retained by MDOT for the Congress St. intersection/approach project.

brief explanation of function or need of the goods/services

Contract No.: 2877508

PO Type: CPO

Est. Value: \$ 2,625,231

Contract Term (if applicable): March 2013 to June 2017

Funding: City % State 100% Federal % Other: %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Downtown Development Authority (DDA) Required Date: 9/2/15

1. The business being awarded is NEW / RENEWAL If a renewal, provide justification for renewal: N/A

2. Was the product or service competitively bid? Yes No N/A

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: N/A

If answer to #3 is "No" explain why a Co-Op was not considered:

4. Were savings achieved? N/A

Yes Amount \$

No

5. Does this agreement represent an increase? SEE DESCRIPTION

Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

Change in amount/volume of the good or service to be used.

6. Does the supplier currently provide other goods and services to the City? Yes No N/A

If yes please list:

7. Is this good/service used by other departments? Yes No N/A
If "yes" can this Req/PAR be combined other department requirements? Yes No

8. Is this a service that can be performed by City employees? Yes No N/A
Is this a service that City employees can be trained to do? Yes No

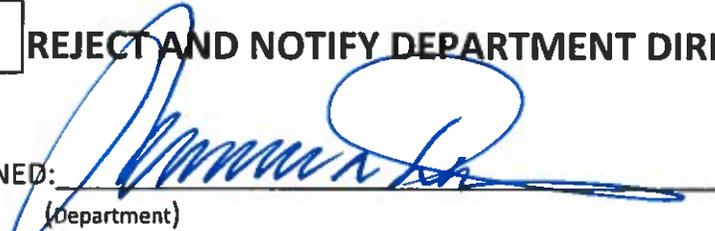
NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ___ No ___

PLACE ON FINANCIAL REVIEW COMMISSION AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED:  DATE: 9/2/15
(Department)

INFORMATION PROVIDED BY: _____

TITLE: Asst. Director

PHONE: _____

Requisitions (City of Detroit) - 303504

Number	303504	Type	Purchase Requ	Preparer	Holman, Ladiya
Description	DPW ADM: AMEN	Status	Incomplete	Total	USD 0.00

[A1]

Lines Source Details Details Currency

Num	Type	Item	Rev	Category	Description	UOM	C	[]
1	Goods			96200	AMENDMENT 1 TO CO	Each	1	

Destination Type	Expense	Source	Supplier
Requester	Abraham, Jose T	Supplier	DOWNTOWN DEVELOPME
Organization	City of Detroit	Site	DETROIT 1
Location	CAYMC 513 DPW Admin	Contact	REEVES, ELIZABETH
Subinventory		Phone	313 963-2940

Catalog... Distributions Approve...

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED FUNDING AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
AND
THE CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS (DPW)
(Cobo Hall – Congress Streetscape Enhancement Project)**

THIS AMENDMENT AGREEMENT NO. 1 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (“DPW”) and the City of Detroit Downtown Development Authority (the “DDA”), a Michigan Public Authority and body corporate organized and existing under Act No. 197 of the Public Acts of 1975 (“Act 197”), as amended.

WITNESSETH:

WHEREAS, the City has engaged the DDA to provide certain services ("Services") to the City; and

WHEREAS, the City and the DDA have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, Article 10 of the Contract permits the parties to amend the Contract by mutual agreement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

**1. AMENDMENT TO ARTICLE 1
FUNDING OF DDA ACTIVITIES**

1.01 The paragraph of Section 1.01 following the heading (A) **TED Project**., which now reads:

DPW, upon receipt of certified bids from DDA for TED Projects 3 described in Section 1.02 hereof, will submit the bids to MDOT for review and approval. MDOT, upon its approval of the bids, will pay to the City from Federal Funds 91% of the Eligible Project Costs, as described in Section 1.02 hereof, in connection with the completion of the TED Project or the lowest responsive bid amount for Eligible Project Costs, whichever is lower, as a Lump Sum amount for TED Project 3. DPW will transfer the same Lump Sum amount to DDA, within 45 days of receipt. The maximum amount of Federal Funds for the TED Project that can be paid by MDOT is Two Million

Five Hundred Eighty Six Thousand Five Hundred and 00/100 Dollars (\$2,586,500.00) less any amount MDOT retains to cover costs of construction that MDOT may incur for the Congress and Second Streets Intersection (the "TED Project No. 1" described in Section 1.02 hereof). DPW will not provide funds to DDA for TED Project No.1 because this project will be advertised and awarded by MDOT; and DPW will not provide funds to DDA for the Congress Street improvements, TED Project No. 2, because this work has already been completed without Federal Funds; however the cost of TED Project No. 2 can contribute to TED Grant Match.

Is amended as follows:

The second sentence thereof is amended to read:

MDOT, upon its approval of the bids/necessary supporting documents for the additional cost incurred will pay to the City from Federal Funds 79% of the Eligible Project Costs, as described in Section 1.02 hereof, in connection with the completion of the TED Project 3.

The fourth sentence thereof is amended to read:

The maximum amount of Federal Funds for the TED Project that can be paid by MDOT is Two Million Six Hundred Seventy Two Thousand Five Hundred Thirty One and 00/100 Dollars (\$2,672,531.00) less any amount MDOT retains to cover costs of construction that MDOT may incur for the Congress and Second Streets Intersection (the "TED Project No. 1" described in Section 1.02 hereof).

2. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

2.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

3. AMENDMENT AUTHORIZATION

3.01 This Amendment to the Contract shall not become effective until:

- (a) The Amendment has been approved by the required City departments;
- (b) The Amendment has been authorized by resolution of the City Council; and
- (c) The Amendment has been signed by the City's Chief Procurement officer.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the DDA pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the DDA for any expenditure authorized by this Amendment.

[Remainder of this page intentionally left blank. Signatures on the following page.]

IN WITNESS WHEREOF, the City and the DDA, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

1. *Tim Miles*
(signature)

Timothy Miles
(print name)

2. *Gray E. Hilger*
(signature)

Gray E. Hilger
(print name)

WITNESSES:

1. *Pamela Parker*
(signature)

Pamela Parker
(print name)

2. _____
(signature)

(print name)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

11/17/15 FRC 11/23/2015

DocuSigned by:
Boysie Jackson 12/18/2015
Date
E7BD9F26E3A4D0
Purchasing Director

DDA:

BY: *Waymon Guillebeaux*
(signature)

WAYMON GUILLEBEAUX
(print name)

ITS: Authorized Agent
(title)

Approved as to form:
Rebecca New
Counsel to DDA

CITY OF DETROIT _____
DEPARTMENT: _____

BY: *Ron Brundidge*
(signature)

Ron Brundidge
(print name)

ITS: Director
(title)

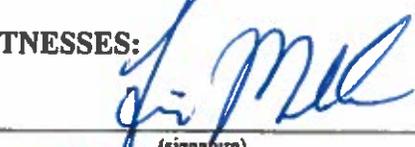
APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

DocuSigned by:
James Edwards 12/8/2015
Date
28C42D9E4C0A44D...
Corporation Counsel

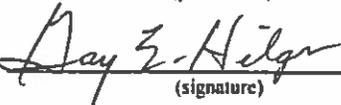
THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

IN WITNESS WHEREOF, the City and the DDA, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

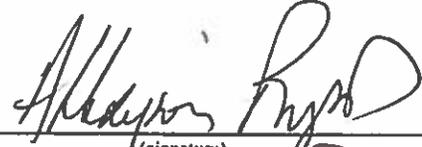
1. 
(signature)

Tim Miles
(print name)

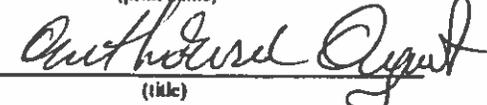
2. 
(signature)

Gay E. Hilger
(print name)

DDA:

BY: 
(signature)

ATHANASIOS PAPANANOS
(print name)

ITS: 
(title)

WITNESSES:

1. _____
(signature)

(print name)

2. _____
(signature)

(print name)

CITY OF DETROIT _____
DEPARTMENT:

BY: _____
(signature)

(print name)

ITS: _____
(title)

THIS AMENDMENT WAS APPROVED
BY THE CITY COUNCIL ON

Purchasing Director Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Corporation Counsel Date

THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.

CITY ACKNOWLEDGMENT

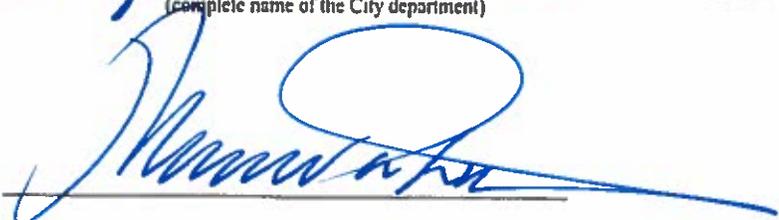
STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 27th day of July,
2015, by Ron Brundidge
(name of person who signed the contract)

the Director
(title of person who signed the contract as it appears on the contract)

of Department of Public Works
(complete name of the City department)

on behalf of the City.



Notary Public, County of _____

State of _____



JOSE T ABRAHAM
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 28, 2016
Acting in the County of _____

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF MI)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 8th day of July,
2015, by Waymon Guillebeaux and Athanasios Papapanos,
(name of person who signed the contract)
the Authorized Agents,
(title of person who signed the contract as it appears on the contract)
of City of Detroit Downtown Development Authority,
(complete name of the corporation)
on behalf of the Corporation.

Gay E. Hilger

Notary Public, County of Wayne

State of MI

My commission expires: 6/22/20



Inter Office Memo

City of Detroit
Downtown Development Authority

TO: BOARD OF DIRECTORS
DOWNTOWN DEVELOPMENT AUTHORITY

FROM: TIM MILES

DATE: APRIL 9, 2012

RE: AUTHORIZATION TO NEGOTIATE AND EXECUTE A FUNDING AGREEMENT WITH THE DEPARTMENT OF PUBLIC WORKS & COBO AUTHORITY RELATED TO MDOT TDEF GRANTS FOR ENHANCEMENTS TO CONGRESS STREET, YZERMAN & CIVIC CENTER DRIVE STREETSCAPES



The City's Department of Public Works (DPW) in cooperation with the Detroit Regional Convention Facility Authority (DRCFA) applied for a Category A Transportation Economic Development Fund Grant (application #1126) for improvements and enhancements to Congress Street, Jefferson Ave, Civic Center Drive and Washington Blvd which are related to the Cobo Hall expansion projects. MDOT approved the City's grant funding request, for actual construction costs up to the approved amount of \$2,586,500.00.

MDOT has made a conditional commitment to award a Federal Transportation Enhancement Grant (ENH201200004) to the City of Detroit for sidewalk replacement, LED streetlights, and landscaping enhancements to Congress Street from Washington Blvd to Third Street reimbursing actual construction costs up to \$636,309.60.

The DDA's district plan for the downtown area contemplates the DDA's support and involvement in improvements and enhancement projects in the civic center area and more specifically the City streets surrounding Cobo Center and Joe Louis Arena which advance the economic viability and attraction within the district. The two MDOT grants are consistent with and further the DDA's purposes in that direction.

The DDA has proven experience and ability to successfully undertake and complete MDOT grant funded streetscape improvements and enhancements within the downtown area (i.e., lower Woodward streetscape programs) under funding agreements with the DPW. Since the work is to be performed in the area surrounding Cobo Center and will serve as an enhancement their facilities, the DRCFA has agreed to provide the local matching funds necessary. Since the DDA has interests in the completion of improvements and enhancements that encourage and support economic development in the downtown district area and that the DDA has previous and ongoing funding agreements with DPW for similar MDOT grants, the DPW requested that the DDA manage and contract for the grant work on behalf of the City.

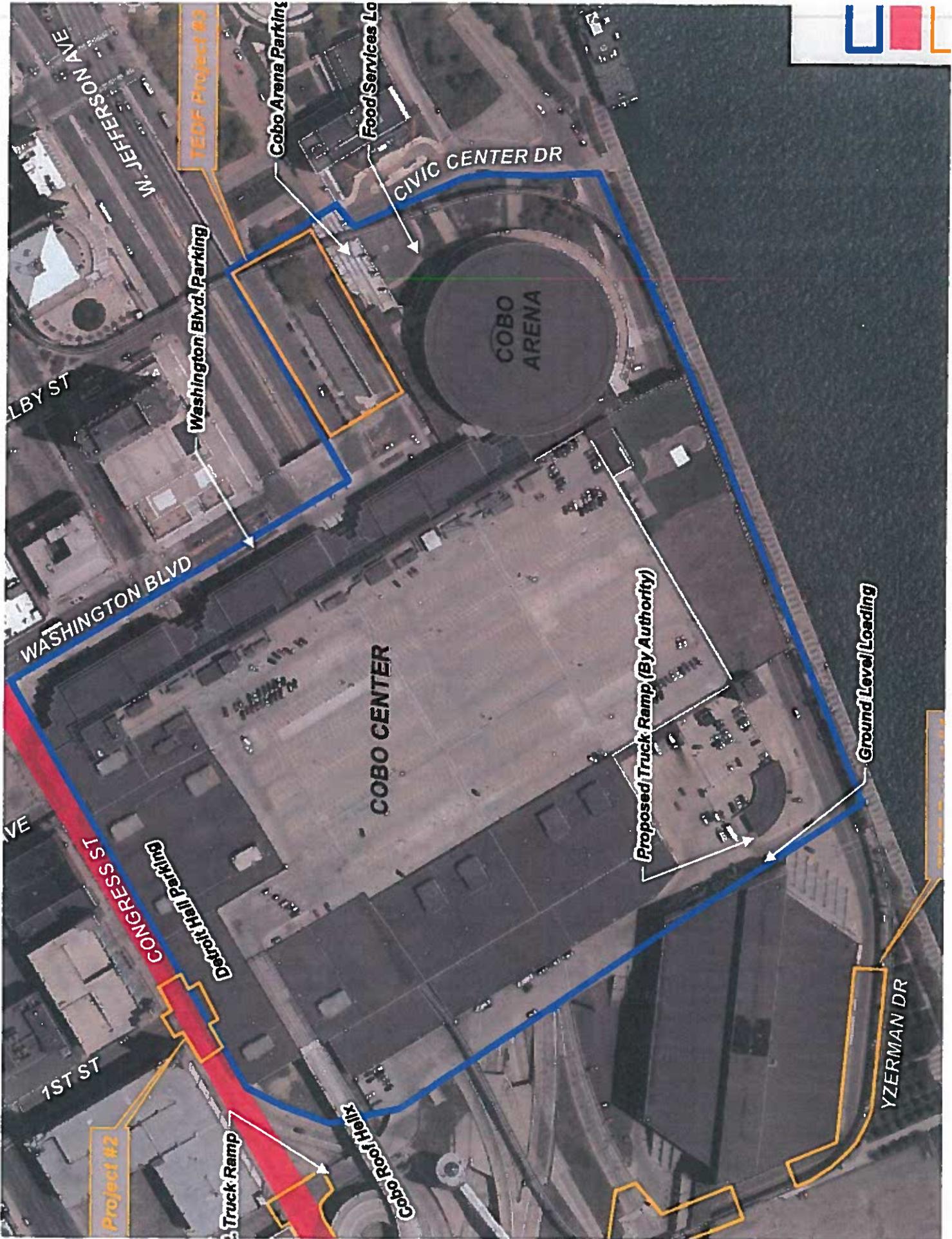
The DRCFA has the capability and capacity to design and construct, consistent with the provisions of the MDOT grant requirements, the improvements and enhancements specified and approved by MDOT. Further the DRCFA is able to contribute the applicant / sponsor matching funds required to secure the MDOT grant funding reimbursement. The DPW has agreed that the DRCFA has the ability to complete the required work.

The DDA staff has met with representatives of the DPW and DRCFA and recommends the Board's consideration and authorization for the DDA to negotiate and enter into separate funding agreements with the DPW and DRCFA pursuant to the terms of which the DDA will, on behalf of the City and DPW, manage and contract with the DRCFA for the design and construction of the MDOT approved improvements and enhancements in the civic center area. A further requirement will be that DRCFA will provide the matching funds required to satisfy the grant requirements and

and reimburse the DDA for costs associated with negotiating and preparing the agreements, processing invoices, and distributing reimbursements.

A draft resolution and exhibits are attached for the Board's consideration and use.

Attachment A Site map.



City of Detroit



Downtown Development Authority
500 Griswold • Suite 2200
Detroit, Michigan 48226
Phone: 313 963 2940
Fax: 313 963 8839

CODE DDA 12-04-47-07

CIVIC FACILITIES: FUNDING AGREEMENT WITH DPW AND COBO AUTHORITY RELATED TO MDOT TDEF GRANTS FOR ENHANCEMENTS TO CONGRESS STREET, YZERMAN & CIVIC CENTER DRIVE STREETSCAPES

WHEREAS, the City of Detroit Downtown Development Authority (the, "DDA") exists to inspire and encourage economic development and enhancement within Detroit's Downtown District and

WHEREAS, the DDA has an approved a Development which provides for the DDA to undertake and complete improvement and enhancement projects within the Downtown District, and

WHEREAS, the City of Detroit Department of Public Works (DPW) in cooperation with the Detroit Regional Convention Facility Authority (DRCFA) have applied and secured MDOT grant funding commitments for improvements and enhancements to the City streetscapes within the Downtown District and specifically the City streets surrounding Cobo Center and Joe Louis Arena, and

WHEREAS, DPW and DRCFA has expressed a desire to enter into agreements with the DDA to facilitate the completion of the improvements and enhancements provided for in the MDOT grants awarded to the DPW, and

WHEREAS, the DDA staff has met with the City and recommends that the Board authorize the following actions:

- a. the DDA to negotiate and enter into an agreement with the DPW pursuant to which the DDA will agree to manage the Category A Transportation Economic Development Fund Grant (application #1126) and Federal Transportation Enhancement Grant (ENH201200004) (the "MDOT Grants") on behalf of the DPW;
- b. the DDA to enter into an agreement on behalf of the DPW with the DRCFA pursuant to which:
 1. the DRCFA will design and construct the improvements contemplated under the MDOT Grants with the terms and conditions contained in the grants; and
 2. the DRCFA will provide the matching funds required to satisfy the MDOT Grant requirements and reimburse the for DDA for costs incurred by the DDA associated with the preparation of the agreements, processing invoices, and distributing reimbursement payments.

WHEREAS, the DDA has successfully completed MDOT grant projects on behalf of the DPW in the DCBD under similar funding agreements with the DPW; and

WHEREAS, the DDA Board has determined that it is appropriate for the DDDA to engage in these activities

NOW THEREFORE, IT IS RESOLVED that the DDA Board of Directors hereby authorizes DDA to negotiate and execute agreements with the City of Detroit Department of Public Works (DPW) and the Detroit Regional Convention Facility Authority with the following terms and conditions:

- a. the DDA to negotiate and enter into an agreement with the DPW pursuant to which the DDA will agree to manage the Category A Transportation Economic Development Fund Grant (application #1126) and Federal Transportation Enhancement Grant (ENH201200004) (the "MDOT Grants") on behalf of the DPW;
- b. the DDA to enter into an agreement on behalf of the DPW with the DRCFA pursuant to which:
 - 1. the DRFCA will design and construct the improvements contemplated under the MDOT Grants with the terms and conditions contained in the grants; and
 - 2. the DRFCA will provide the matching funds required to satisfy the MDOT Grant requirements and reimburse the for DDA for costs incurred by the DDA associated with the preparation of the agreements, processing invoices, and distributing reimbursement payments.

BE IT FINALLY RESOLVED that the DDA board of Directors hereby authorizes any two of its Officers or any one Officer and any one Authorized Agent of the DDA to execute any and all documents, contracts, other papers or take such other actions as are necessary to implement the provisions and intent of this resolution.

April 11, 2012

City Council Contract Agenda Items Review Checklist

Reviewer: [Signature]

Date Received: 9/3/15

Date: 9/2/2015

Department DPW

Division: Administration

Dept Head/Contact Person: Jose Abraham Phone No.: 313-224-3901

Description: Amendment 1 to Cobo Hall-Congress Streetscape Enhancement Project; increase the maximum federal funds available to \$2,672,531 less amount retained by MDOT for the Congress St. intersection/approach project.

brief explanation of function or need of the goods/services

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Funding: City % State 100% Federal % Other: %

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Recommended Supplier: Downtown Development Authority (DDA) Required Date: 9/2/15

1. The business being awarded is NEW / RENEWAL If a renewal, provide justification for renewal: N/A

2. Was the product or service competitively bid? Yes No N/A

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: N/A

If answer to #3 is "No" explain why a Co-Op was not considered: _____

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Yes Amount \$ _____ No

5. Does this agreement represent an increase? SEE DESCRIPTION

Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

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Is this a service that City employees can be trained to do? Yes No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes No
N/A - Downtown Development Authority

PLACE ON FINANCIAL REVIEW COMMISSION AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: [Signature] DATE: 9/2/15
(Department)

INFORMATION PROVIDED BY: _____

TITLE: Dy. Director

PHONE: _____

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

APPROVED
SEP 12 2014

Insurance Requirement

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CONTRACTOR'S NAME: DOWNTOWN DEVELOPMENT AUTHORITY		DATE PREPARED 07/11/2014
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JUL 17 2014	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	JUL 23 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
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	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ CORPORATION COUNSEL	8/5/14
	PURCHASING DIVISION PURCHASING DIRECTOR	9/15/14

RECEIVED

JUL 24 2014

CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

CITY OF DETROIT
 FINANCE DEPARTMENT
 PURCHASING DIVISION
 14 AUG -5 PM 3:42



CITY OF DETROIT
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3703
FAX 313•224•4433
WWW.DETROITMI.GOV

MEMORANDUM

To: Janice Winfrey, City Clerk

From: Kevyn D. Orr, Emergency Manager
City of Detroit

Date: September 9, 2014

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL DURING COUNCIL
RECESS FOR THE WEEK OF AUGUST 25, 2014

I am authorizing approval of the following:

GENERAL SERVICES

2895764 100% City Funding – To Provide Electrical Repair Services – Contractor: Power Lighting & Technical Services, Location: 10824 West Chicago, Suite 200, Detroit, MI 48204 – Contract Period: July 1, 2014 through June 30, 2017 – Contract Amount: \$600,000 /3 yrs

2896815 100% City Funding – To Provide Repair Service, Parts and/or Labor Truck Sweeper Springs – Contractor: Certified Alignment, Location: 6707 Dix, Detroit, MI 48209 – Contract Period: August 1, 2014 through July 31, 2017 – Contract Amount: \$634,652.76/3 yrs.

PLANNING AND DEVELOPMENT

2892408 100% Federal Funding – Facade Program – To Provide Management, Administration and Construction of certain Infrastructure Improvements – Contractor: Joy-Southfield Community Development Corporation, Location: 18917 Joy Road, Detroit, MI 48228 – Contract Period: November 15, 2014 through – May 31, 2016 – Contract Amount: \$100,000.00

2893829 100% Federal Funding – To Provide Public Service Activities – Contractor: Travelers Aid Society of Metropolitan Detroit, Location: 65 Cadillac, Suite 3000, Detroit, MI 48226 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$100,000.00

2893962 100% Federal Funding – To Provide Emergency Shelter Facility Rehabilitation Services – Contractor: Detroit Rescue Mission Ministries, Location: 150 Stinson St., Detroit, MI 48201 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$130,000.00

2893965 100% Federal Funding – To Provide Emergency Shelter Rehabilitation – Contractor: Detroit Rescue Mission Ministries – Fairview Rehab. Location: 150 Stinson St., Detroit, MI 48201 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$190,000.00

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL DURING COUNCIL RECESS FOR THE WEEK OF AUGUST 25, 2014

2894759 100% Federal Funding – To Provide Homeless Public Services for the Residents of the City of Detroit – Contractor: Detroit Rescue Mission Ministries – Emergency Shelters, Location: 150 Stimson St., Detroit, MI 48201 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$250,000.00

2895142 100% Federal Funding – To Provide a Homeless Shelter for Residents of the City of Detroit – Contractor: The Salvation Army, Location: 16130 Northland Drive, Southfield, MI 48075 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$100,000.00 Should Read: \$297,003.68. *(This contract for \$297,003.68 is budgeted to include: Personnel costs of \$128,000; Client transportation costs of \$2,000; Food costs of \$70,000; Utilities costs of \$50,000; Bed bug Eradication at Shelter for \$47,003.68.)*

2895673 100% Federal Funding – To Provide Emergency Shelter Facility Rehabilitation Services – Contractor: The Salvation Army, Location: 16130 Northland Drive, Southfield, MI 48075 – Contract Period: January 1, 2014 through December 31, 2015 – Contract Amount: \$297,003.68 Should Read: \$100,000 *(Total cost of Rehabilitation work indicated to be \$200,000; this contract for \$100,000 is budgeted to include: Construction costs of \$97,500; Other costs of \$2,500.)*

2895714 100% Federal Funding – To Provide Detroit Veterans with Transitional Housing and Resource Center – Contractor: Michigan Veterans Foundation, Location: 2770 Park Blvd, Detroit, MI 48201 – Contract Period: October 1, 2013 through December 31, 2015 – Contract Amount: \$125,000.00

PUBLIC WORKS

2877508 100% State Funding – To Provide the Percentage MDOT will Pay the City from Federal Funds upon Approval of Certified Bids will Change from 95 Percent to 91 Percent of Eligible Project Costs. Also TED Projects 4 and 5 will be Eliminated and the Related Allocations Shifted to TED Project 3 – Contractor: Downtown Development Authority, Location: 500 Griswold, Suite 220, Detroit, MI 48226 – Contract Period: March 5, 2013 through June 30, 2017 – Contract Amount: \$2,539,200.00

2895915 100% Other Funding – To Provide Partial Funding for Streetscaping Improvements Along a 2.8 Mile Stretch of Livernois Avenue Between the Lodge Freeway and Eight Mile Road Consisting of Boulevard Landscaping, Irrigation, Pedestrian Features Along with the Necessary Related Work – Contractor: Economic Development Corporation, Location: 500 Griswold, Suite 220, Detroit, MI 48226 – Contract Period: June 1, 2014 through June 30, 2017 – Contract Amount: \$0.00 Revenue Contract

2895916 100% Other Funding – To Provide Funding for Portions of the Project Costs for Construction of Traffic-Calming Medians, Landscaping, Installation of Bike Lanes and Sidewalk Ramps Along with Necessary Related Work on East Jefferson Avenue from Lakewood Street to Alter Road – Contractor: Jefferson East, Inc., Location: 14628 East Jefferson, Detroit, MI 48215 – Contract Period: June 1, 2014 through June 30, 2017 – Contract Amount: \$0.00 Revenue Contract

2896329 100% Federal Funding – To Provide Traffic Management Center Work; Including General Operation, Communication, Equipment and System Management – Contractor: Michigan Department of Transportation, Location: P. O. Box 30050, Lansing, MI 48909 – Contract Period: October 1, 2014 through July 31, 2017 – Contract Amount: \$750,400.00 Revenue contract

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL DURING COUNCIL RECESS FOR THE WEEK OF
AUGUST 25, 2014

2896338 100% State Funding – To Provide Funding Through the Priority Road Investment Program (PRIP) Project for the Completion of Improvements to Mt. Elliott Street from Seven Mile to Eight Mile Road Including Resurfacing – Contractor: Michigan Department of Transportation, Location: P. O. Box 30050, Lansing, MI 48909 – Contract Period: July 1, 2014 through June 30, 2017 – Contract Amount: \$750,000.00 Revenue contract

2896340 100% State Funding – To Provide Funding Through the Priority Road Investment Program (PRIP) Project for the Completion of Improvements to Schoolcraft Avenue from Grand River Avenue to Wyoming Avenue Including Resurfacing – Contractor: Michigan Department of Transportation, Location: P. O. Box 30050, Lansing, MI 48909 – Contract Period: July 1, 2014 through June 30, 2017 – Contract Amount: \$950,000.00 Revenue contract

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating Officer
John Hill, Chief Financial Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shani Penn, Special Advisor to the Emergency Manager

CONTRACT NO: 2877508

DEPARTMENT: DPW-STREET FUND [] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR'S NAME: DOWNTOWN DEVELOPMENT AUTHORITY

CONTRACTOR'S ADDRESS: 500 Griswold, Suite 2200, Detroit, MI 48226

WHAT FORM OF COMPETITION DID THE DEPARTMENT ENGAGE IN TO OBTAIN THIS PROFESSIONAL SERVICE CONTRACT:
Request For Proposal (RFP) #
Request For Quotes (RFQ) #
Request For Qualifications (RFQQ) #

If there was no competition obtained, explain why:

PROJECT: Cobo Hall-Congress Streetscape Enhancement Project

TYPE OF FUNDING AND %: State Funds 100%

CONTRACT AMOUNT: \$2,539,200

CONTRACT PERIOD: March 2013 – June 2017

ADVANCE PAYMENT: NONE

BRIEF DESCRIPTION: AMENDMENT PROVIDING THAT THE PERCENTAGE MDOT WILL PAY THE CITY FROM FEDERAL FUNDS UPON APPROVAL OF CERTIFIED BIDS WILL CHANGE FROM 95 PERCENT TO 91 PERCENT OF ELIGIBLE PROJECT COSTS. ALSO TED PROJECTS 4 AND 5 WILL BE ELIMINATED AND THE RELATED ALLOCATIONS SHIFTED TO TED PROJECT 3.

REASON FOR DELAY:

8-14-14

5 130

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: **Date Received:**

Date: July 11, 2014 **Department:** DPW **Division:**

Dept Head/Contact Person: Jose Abraham **Phone No.:** 224-3932

Description: Amendment to Cobo Hall-Congress Streetscape Enhancement Project

PO Type: Contract Purchase **Order Est. Value:** \$2,539,200

Contract Term (if applicable): March 2013 to June 30, 2017

Funding: City 0 % State 100 % Federal 0 % Other: 0%

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Downtown Development Authority **Required Date:** July 11, 2014

1. Is the product or service ESSENTIAL to department operations? Yes
2. If "Yes" please explain why: Increase functionality and safety for pedestrians
3. Was the product or service competitively bid? Yes
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

4. Was a Co-Operative Agreement Considered? No. Co-Operative Name N/A
5. If answer to #3 is "No" explain why a Co-Op was not considered:

6. Were savings achieved N/A
Were additional savings requested? (10%)

7. Does the supplier currently provide other goods and services to the City?
If yes please list. Economic Development Funding

8. The business being awarded is Amendment
If #6 is a renewal provide justification for renewal:
If #6 is a increase/decrease does this represent:

- Variance in unit price only (Current unit price \$ Suggest Unit Price \$)
- Change in amount/volume of the good or service to be used (no change in unit price)

9. Is this good/service used by other departments? No
If "yes" can this par be combined with other department requirements.?

01/11/12

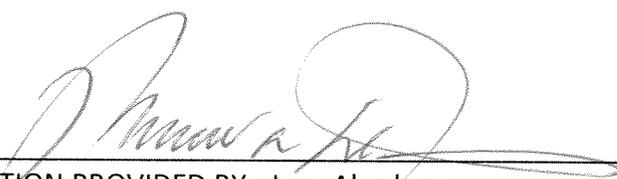
10. Is this a service that can be performed by City employees? No

Is this a service that City employees can be trained to do? No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: 

DATE: July 14, 2014

INFORMATION PROVIDED BY: Jose Abraham

TITLE: Deputy Director

PHONE NO: 224-3932

**AMENDED AND RESTATED FUNDING AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT
DOWNTOWN DEVELOPMENT AUTHORITY
AND
THE CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS (DPW)
(Cobo Hall – Congress Streetscape Enhancement Project)**

THIS AMENDED AND RESTATED FUNDING AGREEMENT ("Agreement"), entered into this _____ day of _____, 2014, by and between the **City of Detroit Downtown Development Authority** (the "DDA"), a Michigan public authority and body corporate organized and existing under Act No. 197 of the Public Acts of 1975 ("Act 197"), as amended, and the **City of Detroit**, a Michigan municipal corporation (the "City"), acting by and through its **Department of Public Works** (the "DPW").

WITNESSETH:

WHEREAS, the City, acting through the DPW, in cooperation with the DDA and the Detroit Regional Convention Facility Authority (the "DRCFA") applied for a Category A Transportation Economic Development Fund Grant ("TED") in the amount of Two Million Five Hundred Eighty Six Thousand Five Hundred and 00/100 Dollars (\$2,586,500.00) (the "TED Grant") and a Federal Transportation Enhancement Grant ("TEA") in the amount of Six Hundred Thirty Six Thousand Three Hundred Ten and 00/100 Dollars (\$636,310.00) (the "TEA Grant") (collectively the "Federal Funds") for roadway improvements to Civic Center Drive and Jefferson Ave and right of way enhancements to Congress St; and

WHEREAS, the TED project addresses needs related to truck and loading access, parking access and multi-modal access to the Cobo facility (the "Cobo Center") through roadway realignment and signal modification (the "TED Project"); and

WHEREAS, the TEA project shall provide enhancements including, but not limited to, sidewalk replacement, decorative street lighting, wayfinding and other amenities which may include street furniture, trash receptacles, way-finding signage, and landscaping (the "TEA Project", and together with the TED Project hereinafter referred to as the "Project"); and

WHEREAS, on July 12, 2013, the DPW and DDA entered into that certain Funding Agreement (the "Original Funding Agreement") in anticipation that the Project would be contracted for and completed by certain entities as detailed further in the Original Funding Agreement, and that following authorization by the DPW: the Congress Streetscape TEA Project and the Congress Street Intersection/Approach work for the TED Project No. 1 would be advertised and awarded by MDOT, not by DDA; and TED Projects Nos. 3, 4 and 5 would be advertised and awarded by DDA; and

WHEREAS, the DPW has entered into agreements with MDOT relating to the distribution of the Federal Funds and the responsibilities to be assumed thereafter by the DPW pursuant to those agreements (the "MDOT Contracts"); and

WHEREAS, the DPW and DDA desire to amend and restate the Original Funding Agreement to expand the scope and increase the budget of TED Project No. 3, eliminate TED Projects No. 4 and 5, reallocate the TED Grant funds for TED Projects No. 4 and 5 to TED Project No. 3, and decrease the MDOT participation ratio from 95 percent to 91 percent; and

WHEREAS, the Board of Directors of the DDA has authorized the execution of this Agreement by passing resolution #DDA 12-04-47-07; and

WHEREAS, the DDA will (a) contract for and manage the completion of certain preliminary engineering services and construction engineering and inspection services in connection with the Project, (b) provide the matching funds required in connection with the disbursement of the Federal Funds, and (c) cover any and all costs that are in excess of the Eligible Project Costs and that are not eligible for reimbursement from the Federal Funds in order to complete the Project;

NOW, THEREFORE, in consideration of the premises and the benefits accruing hereto the parties hereby agree as follows:

DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning attributed to it below:

- A. "**DDA Activities**" shall mean performing the activities described in the Scope of Services, Exhibit A to this Agreement, as necessary to complete the Project.
- B. "**Eligible Project Costs**" shall mean the costs associated with the physical construction necessary for the completion of the Project which are eligible for reimbursement with the Federal Funds.
- C. "**MDOT Contracts**" shall mean the contract #12-5537 entered into between DPW and MDOT, as amended by contract #14-5365, for work on Job Numbers 1-3 for the TED Grant and contract #13-5329 to be entered into between DPW and MDOT for work on Job Number 116327
117392 for the TEA Grant, and which are incorporated into this Agreement by reference.
- D. "**Project**" shall mean the improvements and other work described in both (1) the TED Fund Category A Application # 1126 and (2) the TEA Grant application for Project # ENH201200001.

1. The "**TED Project**" consists of reconstruction work along Civic Center Drive from the Jefferson Avenue Service Drive to Atwater Street, including traffic circle

work; reconstruction work along the Jefferson Avenue Service Drive from Washington Boulevard easterly approximately 400 feet; drop-off circle construction work at the intersection of Washington Boulevard and the Jefferson Avenue Service Drive; and all together with necessary related work.

2. The “**TEA Project**” consists of enhancing the functionality of Congress Street by creating a comfortable, walkable connection from Cobo Center to the surrounding area venues. The scope of the project includes new LED façade and Street Lighting, decorative lighting and banners, wayfinding and directional signage, new decorative benches, landscaping, sidewalk and curb repair or replacement.

E. “**Project Costs**”, as herein used, is hereby defined as:

1. For the TED Project, the cost of the physical construction necessary for the completion of the Project and the costs of Project Engineering as defined in Section 2.01 hereof (preliminary engineering, and construction engineering and inspection) and project administration (the “TED Project Costs”); and

2. For the TEA Project, the cost of the physical construction necessary for the completion of the Project (the “TEA Project Costs”).

ARTICLE 1

FUNDING OF DDA ACTIVITIES

1.01 Following execution of this Agreement and its approval by the Detroit City Council and the execution of the MDOT Contracts, the DPW will pay the DDA as follows:

(A) **TED Project:** DPW, upon receipt of certified bids from DDA for TED Project 3 described in Section 1.02 hereof, will submit the bids to MDOT for review and approval. MDOT, upon its approval of the bids, will pay to the City from Federal Funds 91% of the Eligible Project Costs, as described in Section 1.02 hereof, in connection with the completion of the TED Project or the lowest responsive bid amount for Eligible Project Costs, whichever is lower, as a Lump Sum amount for TED Project 3. DPW will transfer the same Lump Sum amount to DDA, within forty-five (45) days of receipt. The maximum amount of Federal Funds for the TED Project that can be paid by MDOT is Two Million Five Hundred Eighty Six Thousand Five Hundred and 00/100 Dollars (\$2,586,500.00) less any amount MDOT retains to cover costs of construction that MDOT may incur for the Congress and Second Streets Intersection (the “TED Project No. 1” described in Section 1.02 hereof). DPW will not provide funds to DDA for TED Project No. 1 because this project will be advertised and awarded by MDOT; and DPW will not provide funds to DDA for the Congress Street improvements, “TED Project No. 2” described in Section 1.02, because this work has already been completed without Federal Funds; however the cost of TED Project No. 2 can contribute to the TED Grant Match.

(B) **TEA Project:** DPW will not provide funds to DDA for the TEA Project for the Congress Street streetscape because this work will be advertised and awarded by MDOT.

Upon receipt of bids by MDOT, DPW will submit to DDA an invoice for an amount equal to any construction costs that are not eligible for funding by the Federal Funds. DDA shall pay to DPW the amount of the invoice within thirty (30) days from the date of DDA’s receipt of said invoice. Upon receipt by DPW of any invoices from MDOT for any additional cost incurred by MDOT in connection with the completion of the TEA Project, DPW will submit to DDA an invoice for an amount equal to such additional costs. Such invoices for additional costs shall be paid by DDA within thirty (30) days from the date of DDA’s receipt of invoices for additional costs.

The DDA will perform the DDA Activities in the manner set forth in this Article 1, Article 2 and Article 4, and in accordance with the terms of the MDOT Contracts.

1.02 In connection with the TED Project, the DDA shall be obligated to provide match funds (the “**TED Grant Match**”) equal to the lesser of twenty five percent (25%) of the total TED Project Cost or the aggregate amount of **Eight Hundred Fifty Seven Thousand Three Hundred Eighty and 00/100 Dollars (\$857,380.00)** in the manner described in the table below in this Section 1.02; and the DDA shall be obligated to also provide funding for all other costs necessary for completion of the TED Project that are not eligible to be funded from Federal Funds.

Sec. 1.02 TED Grant Projects Table – Allocations May Be Shifted Between Projects No. 1 and 3								
Project No. Description	Total Project Cost (Construction, PE & CEI)	Estimated Construction Cost	MDOT		DDA Match		DDA Pays DPW*	DPW Pays DDA
			Grant Request Construction ONLY	% of Estimated Construction Cost	Construction , PE & CEI	% of Total Project Cost		
1. Congress Street, this work will be let by MDOT	\$59,760	\$56,048	\$47,300	84%	\$12,460	21%	\$8,748	
2. Congress Street, this work is completed already	\$181,080	\$0	\$0	0%	\$181,080	100%		
3. Civic Center Dr Reconstruction	\$3,203,040	\$3,200,000	\$2,539,200	79%	\$663,840	21%		\$2,539,200
TOTAL(S):	\$3,443,880	\$3,256,048	\$2,586,500	79%	\$857,380	25%	\$8,748	\$2,539,200

* DDA also shall pay DPW for any Eligible construction costs that exceed allocated Federal Funds for TED Project No. 1 and for any costs incurred by MDOT for completion of the project that are not eligible to be paid from Federal Funds.

The parties acknowledge and agree that:

(A) The amounts in the above Section 1.02 table payable by DPW to DDA and vice versa are estimates only and the actual amounts may vary

(B) In connection with TED Project No.2 in the above Section 1.02 table, the DDA has already provided One Hundred Eighty One Thousand and 00/100 Dollars (\$181,000.00) that shall be credited towards the TED Grant Match. The DDA shall submit to DPW certified documentation of this DDA expenditure.

(C) In connection with TED Project No. 1 in the above Section 1.02 table, the DDA shall pay to the DPW, within thirty (30) days of the DDA's receipt of a written request from the DPW, the TED Grant Match amount and any cost in excess of the Eligible Project Costs for TED Project No. 1 and any additional costs for the successful completion of the project that may be incurred by MDOT in excess of TED Grant funds allocated to TED Project No. 1.

(D) In connection with TED Project No. 3 in the above Section 1.02 table, the DPW shall pay the DDA for Eligible Project Costs associated with the TED Project No. 3 as described in Section 1.01 (A).

(E) The DDA shall pay all costs necessary for completion of the TED Project that are not Eligible Project Costs, including construction costs and Project Engineering costs described in Section 2.01 hereof (the "DDA Expenditures").

(F) The DDA shall submit to DPW certified documentation of the DDA Expenditures for the TED Project including identification of those items of the DDA Expenditures equal to the TED Grant Match.

1.03. In connection with the TEA Project, the DDA shall be obligated to provide match funds in the amount of twenty percent (20%) of the total TEA Project Costs (the "TEA Grant Match") and to provide funds for any cost incurred by MDOT for the successful completion of the TEA Project in excess of the TEA Grant funds. The TEA Grant Match and other items of construction cost that are not eligible for Federal Funds are estimated at **Four Hundred Thirty Two Thousand Seven Hundred Twenty One and 00/100 Dollars (\$432,721.00)** based on the TEA Grant Application for Project No. ENH301200001. The DDA shall submit the TEA Grant Match and any additional funds to cover construction costs to the DPW within thirty (30) days of the DDA's receipt of a written request from the DPW.

1.04 The DDA shall be obligated to pay for any and all Project Costs associated with the Project that are not deemed Eligible Project Costs or that exceed the amount of the Federal Funds received by the City.

1.05 All funds transferred by the DPW to the DDA pursuant to this Agreement shall be utilized to pay for Eligible Project Costs incurred by the DDA, its contractors, consultants and/or subcontractors, for the Project and shall be subject to the terms of the MDOT Contracts. The DDA will comply with all provisions of the MDOT Contracts, which are not the sole responsibility of the DPW pursuant to the terms of the MDOT Contracts. Prior to the awarding of any contract for

performance of work on the Project, including contract change orders necessitated by the DDA encountering unforeseen conditions during performance of work, the contract shall be submitted to MDOT for approval. The DDA shall, in compliance with the requirements, procedures and laws set forth in the MDOT Contracts advertise, award, and administer a contract or contracts with third-party contractors for the work required to complete the TED Project No. 3 described in Section 1.02.

1.06 Consistent with the provisions of the MDOT Contracts, if an MDOT audit of this Project renders a Project expense characterized as an Eligible Project Cost as ineligible, the DDA agrees to return to the DPW said funds within thirty (30) days of the DDA's receipt of a written request for said funds from the DPW.

1.07 The DDA will request final acceptance of the Project within six (6) months after completion of the Project as required by the MDOT Contract. All invoices seeking reimbursement pursuant to this Agreement shall be submitted to the DPW no later than six (6) months from the completion of the Project. Any invoices submitted to the DPW after six (6) months from the completion of the Project will not be paid.

ARTICLE 2
PRELIMINARY ENGINEERING AND
CONSTRUCTION ENGINEERING/INSPECTION ACTIVITIES

2.01 The DDA shall, through subcontractors, provide all preliminary engineering and construction engineering/inspection services ("Project Engineering") required to complete the Project. The DDA, in its reasonable discretion, shall select subcontractors to complete the Project Engineering for the purpose of determining that the work complies with the plans and specifications.

2.02 The Project Engineering costs incurred in connection with the Project are not eligible for reimbursement under the TED Grant or the TEA Grant. The cost of Project Engineering for the TED Project shall be credited towards the matching funds requirement for the TED Grant only, provided that the Project Engineering costs incurred are certified and submitted to MDOT.

2.03 The DDA shall be responsible for the hiring of a qualified and licensed engineering firm to perform the Project Engineering. The DDA will comply with all provisions of the MDOT Contracts, which are not the sole responsibility of the DPW pursuant to the terms of the MDOT Contracts. Prior to the award of any contract for performance of Project Engineering on the Project, the contract shall be submitted to MDOT for approval. The DDA shall, in compliance with the requirements, procedures and laws set forth in the MDOT Contracts, advertise, award, and administer a contract or contracts with third-party contractors for the Project Engineering required to complete the Project. Notwithstanding the foregoing, the costs of Project Engineering incurred before MDOT authorization may be used as matching funds for the TED Grant only, unless otherwise stated in the MDOT Contract.

2.04 The DDA shall be responsible for the payment of Project Engineering costs from funds other than Federal Funds.

ARTICLE 3
CITY ACTIVITIES

The DPW shall perform the following "City Activities":

3.01 The DPW shall transfer to the DDA an amount equal to the amount of Federal Funds paid by MDOT to DPW for Eligible Project Costs without any retention amounts withheld from the Federal Funds by DPW, within forty-five (45) days from the date DPW receives the Federal Funds from MDOT.

3.02 The DPW shall perform the functions allocated to the DPW as set forth in Exhibit A – Scope of Services, if any are so noted and those obligations which exclusively are the responsibility of the DPW pursuant to the terms of the MDOT Contract.

3.03 The DPW shall provide the DDA, and its contractors, consultants, and subcontractors with rights-of-entry to, and possession and use of, any portion of the Project area owned by the City on a schedule that will reasonably permit the DDA, its contractors, consultants and subcontractors to fully complete the Project.

3.04 The DPW shall notify the DDA of any audit performed by or on behalf of MDOT, the findings of which audit may result in MDOT requesting repayment by the DPW of any portion of the MDOT Funds. The DDA shall, in a manner consistent with the MDOT Contract, prepare a draft response to each audit finding that is the basis for an MDOT request for repayment of Federal Funds and submit said response to the DPW. The City may consider the DDA's comments in preparing each final response to MDOT. DPW shall prepare each final response to MDOT, and shall copy the DDA on its final response to MDOT..

ARTICLE 4
DDA ACTIVITIES

The DDA shall perform the following "DDA Activities":

4.01 The DDA shall perform the functions allocated to the DDA as set forth in Exhibit A – Scope of Services.

4.02 To the extent permitted by law, the DDA shall be responsible for all liability and claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the DDA or its subcontractors related to or arising out of the DDA's responsibilities or performance pursuant to this Agreement.

4.03 To the extent permitted by law, the DDA shall be responsible for all claims for injuries to or death of any and all persons; for loss or damage to property; environmental damage, degradation, response, and clean up costs; and attorneys' fees or other related costs, arising out of or related to the DDA's responsibilities or performance pursuant to this Agreement, including, but not limited to, the design of the Project.

ARTICLE 5 **TERM**

5.01 This Agreement shall be effective for a term commencing upon the date of execution of this Agreement and the approval thereof by the City Council of the City and shall continue until the Project is completed and accepted by MDOT pursuant to the terms of the MDOT Contracts.

5.02 The parties hereto acknowledge that, due to the need to complete the work on the Project as soon as possible, the parties may have commenced performance of their respective activities prior to the execution of this Agreement. Any costs incurred by the DDA before the MDOT authorization date is not reimbursable. Notwithstanding the foregoing, the costs of Project Engineering incurred before MDOT authorization may be used as matching funds for the TED Grant only, unless otherwise stated in the MDOT Contract.

ARTICLE 6 **DATA AND REPORTS**

6.01 The DDA agrees to furnish to the DPW and the DPW agrees to furnish to the DDA, both without charge, any and all copies of plans, specifications, bulletins, change orders, information, data reports, records and other information and documents pertaining to the Project which are requested by the other party and deemed necessary by it to carry out the DDA Activities under this Agreement.

6.02 The DDA shall instruct its personnel, contractors and consultants to regard all information gained by each such person as a result of the DDA Activities to be performed hereunder as information which is proprietary to the DDA and the DPW.

6.03 The DDA shall maintain full and complete books, ledgers, journals, accounts, documents and records in auditable form wherein are kept all entries reflecting all of its operations pursuant to this Agreement, and the DDA shall make available all books, documents, papers and records for monitoring, audits, inspections and examinations by MDOT and the DPW during normal business hours.

6.04 All records referred to in Section 6.03 above shall be maintained by the DDA for three (3) years after the later of the date of completion of the DDA Activities, the acceptance of the Project by MDOT or the date of the final payment by MDOT to the DPW for work conducted under the MDOT contract. In the event of dispute between the parties arising out of this Agreement that occurs within three (3) years after the completion of the DDA Activities, the DDA shall continue to

maintain the data required pursuant to this Article until said dispute has been finally concluded, including all available challenges or appeals.

ARTICLE 7
DEFAULT

7.01 In the event of any default under this Agreement, or any material failure in the performance of any covenant, agreement or provision hereof, the party not in default shall notify the defaulting party in writing. The defaulting party shall have thirty (30) days after delivery of said written notice to cure said default. Failure to cure said default within the thirty (30) days shall be considered a material breach of this Agreement.

7.02 Upon the occurrence of a material breach by the DDA, the DPW shall assume and perform on behalf of the DDA all contracts entered into pursuant to this Agreement and the DDA shall be liable to MDOT and the DPW for any damages resulting from such material breach in accordance with the terms hereof.

7.03 Upon the occurrence of a material breach by the DPW, the DPW shall be liable to the DDA for any damages resulting from any material breach in accordance with the terms hereof.

ARTICLE 8
TERMINATION

8.01 The DPW may terminate the performance of services by the DDA hereunder with or without cause upon sixty (60) days written notice. As used in this Article 8, "cause" shall mean an uncured event of default under Article 7. If the services hereunder are terminated with cause, the DPW shall assume all contracts relating to the performance of the DDA Activities, and the DDA shall be liable to MDOT and the DPW for any damages from such cause in accordance with the terms hereof. If the services of the DDA are terminated without cause, the DPW shall assume all contracts relating to the performance of the DDA Activities and the DPW shall be liable to the DDA for any damages from such termination in accordance with the terms hereof.

8.02 The DDA may terminate its services for cause upon the occurrence of a material breach hereof.

ARTICLE 9
REMEDIES

9.01 The DPW and the DDA shall have the right to protect and enforce all rights available to them by suit in equity, action at law or by any other appropriate proceedings, whether for specific performance of any covenant contained in this Agreement or damages or other relief, or to proceed to take any action authorized or permitted under applicable law or regulation.

9.02 No delay or omission of the DPW or the DDA in exercising any right or remedy available under this Agreement shall impair any other right or remedy or constitute a waiver of any event of default.

ARTICLE 10 **AMENDMENTS**

10.01 Either party to this Agreement may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of services to be performed by the DDA to complete the performance of the DDA Activities. Any such change, extension or modification which is mutually agreed upon by the DPW and the DDA shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the DPW or DDA from any of their respective obligations under this Agreement, except for those parts thereby amended.

10.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, is signed and is acknowledged by duly authorized representatives of all parties and is approved by the City Council.

ARTICLE 11 **ASSIGNMENT**

11.01 Except as provided in Section 2 of this Agreement, neither party shall assign, encumber directly or indirectly any interest whatsoever in this Agreement, or transfer any interest in the same without prior written consent of the other party. No such consent or assignment shall release either party from its liability for performance of its obligations under this Agreement unless expressly stated herein.

ARTICLE 12 **INSURANCE**

12.01 The DDA shall maintain, or cause its contractors and their subcontractors to maintain, at its (or their) sole expense during the term of this Agreement the following insurance:

- (a) Workers' Compensation insurance for employees which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of One Hundred Thousand (\$100,000) Dollars each accident.
- (b) Comprehensive General Liability insurance with minimum limits of One Million (\$1,000,000) Dollars combined single limit, each occurrence for injury and property damage, with an aggregate of Two Million (\$2,000,000)

Dollars for the terms of the policy with respect to property damage and physical damage to property.

- (c) Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of One Hundred Thousand (\$100,000) Dollars for each person and Three Hundred Thousand (\$300,000) Dollars each occurrence and minimum damage limits of One Hundred Thousand (\$100,000) Dollars each occurrence.

The DDA agrees that it will obtain a similar covenant with respect to workers' compensation for any consultant, contractor or subcontractor retained by it to perform any of the DDA Activities hereunder.

12.02 The DDA shall cause insurance policies to name the City of Detroit, the Michigan State Transportation Commission, the State of Michigan, the Michigan Department of Transportation, and their respective employees, officers, and agents as additional insureds and, to the extent obtainable, be accompanied by a commitment from the insurer that such policy shall not be canceled or reduced without at least thirty (30) days prior written notice to the DPW. Certificates of insurance evidencing such coverage shall be submitted to the Finance Director, Accounts Payable Section, 642 Coleman A. Young Municipal Center, Detroit, Michigan 48226, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration date of expiring policies.

12.03 Each general or public liability insurance policy required by this Agreement shall include a cross-liability endorsement stating:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing contained herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

ARTICLE 13 **CONFLICT OF INTEREST**

13.01 The DDA covenants that it currently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the DDA Activities.

13.02 The DDA also hereby warrants that it will not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly.

13.03 No member of the governing body of the City or the DDA and no other officer, appointee, employee or agent of the City, DPW or the DDA who exercises any function or responsibility in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 14
PERSONNEL; NO RELATIONSHIP

14.01 All services required hereunder will be performed either by the DDA or the City or their agents, contractors or subcontractors. All personnel engaged in the work shall be fully qualified and shall be authorized and permitted under applicable law to perform such services.

14.02 The relationship of the DDA to the DPW is and shall continue to be that of an independent contractor, and no liability or benefits, such as Workers' Compensation, pension rights, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to the DDA or its agents with respect to the DPW as a result of the performance of this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent, employee or subcontractor.

ARTICLE 15
FAIR EMPLOYMENT PRACTICES

15.01 In the performance of the DDA Activities, the DDA shall comply with the United States Constitution and all federal, state and local laws and regulations governing fair employment practices and equal employment opportunity.

15.02 In the event the DDA fails to comply with the provisions of this Article, the DPW may impose such contract sanctions as it may deem appropriate, including, but not limited to, termination of services under this Agreement.

15.03 The DDA shall comply with, and shall cause all DDA's contractors to comply with the goals established by the City's Executive Order No. 2007-1, as amended or replaced, and the goals of the City's Executive Order No. 2003-4, dated October 29, 1994, as amended or replaced, and Ordinance No. 20-93 (the "Prevailing Wage Ordinance"), as amended or replaced, codified as Detroit City Code §18-5-60 through 18-5-70.

ARTICLE 16
NOTICES

16.01 All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the DDA, and hand delivered or mailed by first-class mail and addressed as follows:

If to the DPW: Ron Brundidge
 Director
 Department of Public Works
 802 Coleman A. Young Municipal Center
 Detroit, Michigan 48226

cc: Jose Abraham
 Deputy Director
 Department of Public Works
 802 Coleman A. Young Municipal Center
 Detroit, Michigan 48226

If to the DDA: Authorized Agent
 City of Detroit Downtown Development Authority
 500 Griswold Street, Suite 2200
 Detroit, Michigan 48226

cc: Lewis & Munday, a Professional Corporation
 2490 First National Building
 660 Woodward Avenue
 Detroit, Michigan 48226
 Attention: Municipal Law Department

16.02 Except as provided in Section 16.03, all Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

16.03 Notwithstanding the requirement above as to the use of first-class mail, termination Notices shall be sent by registered first-class mail, postage prepaid, return receipt requested, and shall be deemed given on the date of receipt.

ARTICLE 17
CUMULATIVE REMEDY

17.01 Except as otherwise specifically set forth herein, all rights and remedies of the DPW and DDA under this Agreement shall be cumulative.

ARTICLE 18
EXECUTION AND COUNTERPARTS

18.01 This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals and together shall constitute one and the same instrument.

ARTICLE 19
TITLES AND HEADINGS

19.01 The title of articles and the headings of sections and subsections set forth herein are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

ARTICLE 20
WAIVER

20.01 Except for the parties' obligations to complete the DDA Activities and the City Activities, each party reserves and shall have the exclusive right to waive, in its sole discretion, and to the extent permitted by law, any requirement or provision of this Agreement which is in its favor, unless such waiver is specifically prohibited herein. No act by or on behalf of a party shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same shall be in writing and expressly states that it shall constitute a waiver, and is signed by an authorized representative of the party.

ARTICLE 21
CITY COUNCIL AUDIT

21.01 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit and allow all accounts chargeable against the City.

ARTICLE 22
ENTIRE AGREEMENT

22.01 This instrument contains the entire agreement between the parties respecting the subject matter of this Agreement, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the parties by implication or otherwise unless expressly set forth herein.

ARTICLE 23
SUCCESSORS BOUND

23.01 This Agreement shall bind, and the rights, benefits and advantages shall inure to, the successors and assigns of the DPW and the DDA.

ARTICLE 24
INCORPORATION OF PROVISIONS OF THE MDOT CONTRACTS

24.01 The DDA acknowledges that the MDOT Contracts are incorporated herein by reference and agree to comply with all of the terms and condition of these agreements as applicable to this Agreement. In addition the DDA agrees to comply with the terms and condition contained in Exhibit I (General Agreement Provisions for Federal Aid Projects); Appendix C (Assurance that Recipients and Contractors Must Make); Appendix A (Prohibition of Discrimination in State Contracts); and Appendix B to the MDOT Contract for MDOT Job No. 117976. The provisions of said Exhibit and Appendices are deemed incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the MDOT Contracts, the terms of the MDOT Contracts shall govern.

(Signatures commence on next page)

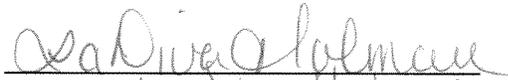
IN WITNESS WHEREOF, the City of Detroit, acting by and through its Department of Public Works, and the City of Detroit Downtown Development Authority by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

WITNESSES:

**THE CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS**

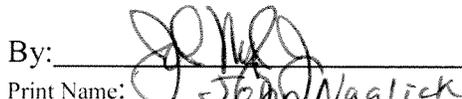

Print Name: Pamela Parker
Date: 7-7-14

By: 
Print Name: Ron Bourdette
Its: Director
Date: _____


Print Name: Kadiva Holman
Date: 7/7/14

**CITY OF DETROIT DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan public body corporate**


Print Name: Tim Mills
Date: 7/9/14

By: 
Print Name: John Naglick
Its: Treasurer
Date: 7/9/14


Print Name: Malik Godwin
Date: 7/31/2014

-and-


Print Name: Tim Mills
Date: 7/9/14

By: 
Print Name: Waymon Guillerbeaux
Its: Authorized Agent
Date: July 9, 2014


Print Name: Malik Godwin
Date: 7/31/2014

Approvals on next page

DDA ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 9th day of July, 2014, by Waymon Guillebeau and John Naplick, the Treasurer and Authorized Agent, respectively, of the City of Detroit Downtown Development Authority, a public body corporate on behalf of said public body corporate.

Carla R Hudson
Notary Public Wayne County, Michigan
Acting in _____ County, Michigan
My Commission Expires: August 6, 2017



Certification of Counsel of the DDA

Lewis & Munday, a Professional Corporation certify as counsel for the City of Detroit Downtown Development Authority (the "DDA"); that the right of the Authority to enter the foregoing contract is derived from Michigan Public Law Act No.197, Public Acts of Michigan 1975, as amended, that this contract was duly authorized under the provisions of said law, and that the officers and agents of the DDA who executed this Contract on behalf of the DDA had authority to enter the foregoing contract with the City of Detroit.

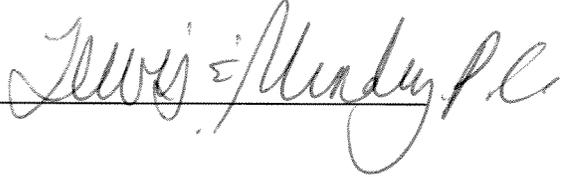
By: 

EXHIBIT A

Scope of Services

The DDA shall perform the following "DDA Activities":

a. The DDA shall contract for all the work necessary to complete the Project, including design and engineering services, except for that construction that may be contracted for by MDOT. Payments made to contractors will be subject to Act 524 of the Public Acts of Michigan of 1980 (MCL 125.1561, et.seq.) as it applies to retainage.

b. The DDA shall provide contract administration services, using DDA staff, for construction and other contracts entered into by the DDA for the Project and shall be responsible for the hiring of a third party to perform the inspection services that are required by the MDOT Contract in accordance with MDOT guidelines. Inspection services and contract administration services performed by the DDA for the TEA Grant are ineligible for reimbursement by MDOT to the City pursuant to the terms of the MDOT Contract for the TEA Grant and this Agreement. Inspection services and contract administration services performed by the DDA for the TED Grant are ineligible for reimbursement by MDOT to the City pursuant to the terms of the MDOT Contract for the TED Grant and this Agreement, but will be considered as TED Grant Match.

c. The DDA shall provide Grant Match funds for both the TEA and TED Grants and shall provide funds for all Project Costs necessary to complete the Project that are in excess of the Federal Funds or that are not eligible for reimbursement from the Federal Funds.

d. To the extent permitted by law, the DDA shall be responsible for all liability and claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the DDA or its subcontractors related to or arising out of the DDA's responsibilities or performance pursuant to this Agreement.

e. To the extent permitted by law, the DDA shall be responsible for all claims for injuries to or death of any and all persons; for loss or damage to property; environmental damage, degradation, response, and clean up costs; and attorneys' fees or other related costs, arising out of or related to the DDA's responsibilities or performance pursuant to this Agreement.

f. The DDA shall be responsible for convening meetings on such schedule as the parties may agree for the purpose of: (1) reviewing the improvements for compliance with Plans; (2) to keep all parties apprised of the Project schedule and address coordination issues; and (3) to review change orders and unforeseen conditions.

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