



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
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June 27, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2022 Federal Earmark Grant

The Michigan Department of Transportation (MDOT) has awarded the City of Detroit Department of Public Works, in partnership with the General Services Department, with the FY 2022 Federal Earmark Grant for the Joe Louis Greenway West Chicago Connector, valued at \$1,386,216.00. The Federal share is \$1,386,216.00 of the approved amount, and there is a required cash match of \$3,640,784.00. The total project cost is \$5,027,000.00. This is a non-cash grant and MDOT will administer the management of the project in accordance with the federal requirements for this grant program.

The objective of the grant is to support the construction of the Joe Louis Greenway by constructing the West Chicago Connector. The funding expended by MDOT on behalf of the department will be utilized to construct a concrete shared use path from Chicago Avenue between Roselawn Street and Central Street to Oakman Boulevard. Construction activities include the installation of fencing, permanent signing and pavement markings, lighting, landscaping, pedestrian and bicycle counters, bollards, and other elements necessary for the shared-use path. MDOT will invoice the department for the cash match requirement.

If approval is granted to accept and appropriate this funding, the appropriation number is 21411, with the match amount coming from appropriation number 21241.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
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Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Janani Yates
35BB8D3AC96D4D5...

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, Department of Public Works, in partnership with the General Services Department, is requesting authorization to accept a non-cash grant from the Michigan Department of Transportation (MDOT), in the amount of \$1,386,216.00, to support the construction of the Joe Louis Greenway by completing the West Chicago Connector; and

WHEREAS, MDOT will administer the management of the project in accordance with the federal requirements for this grant program; and MDOT will invoice the City for the required cash match, in the amount of \$3,640,784.00; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21411, in the amount of \$5,027,000.00, which includes a cash match coming from Appropriation 21241, for the FY 2022 Federal Earmark Grant.

PROJECT SPECIFIC AGREEMENT
CITY OF DETROIT PROJECT

	DA	
Control Section		HIPE 82000
Job Number		219373CON
Project		24A0592
CFDA No.		20.205 (Highway Research Planning & Construction)
Contract No.		24-5257

THIS PROJECT SPECIFIC AGREEMENT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “DEPARTMENT”; and the CITY OF DETROIT, a Michigan municipal corporation, hereinafter referred to as the “REQUESTING PARTY”; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, hereinafter referred to as the “PROJECT” and estimated in detail on EXHIBIT “I” dated June 3, 2024, attached hereto and made a part hereof:

Construction of the Joe Louis Greenway Phase I concrete shared use path from Chicago Avenue between Roselawn Street and Central Street northerly and westerly to Oakman Boulevard; including clearing and earthwork, grading, aggregate base, environmental geogrid, drainage, bioretention area, fencing, permanent signing and pavement markings, lighting, landscaping, irrigation, cameras, pedestrian and bicycle counters, bollards, appurtenances, and emergency phone tower with security camera; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, is being programmed for funding with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as “FHWA”, for implementation with the use of the following Federal program or funding:

EARMARK

WHEREAS, the PROJECT work under this Project Specific Agreement will be performed pursuant to a master agreement, hereinafter referred to as “MASTER AGREEMENT”, by and between the DEPARTMENT and the REQUESTING PARTY; and

3/17/97 PROJSPEC.DET 6/17/24

WHEREAS, the above PROJECT is in a current and approved State Transportation Improvement Plan (STIP); and

WHEREAS, the DEPARTMENT and the REQUESTING PARTY desire to set this mutual understanding regarding the PROJECT in the form of a written Project Specific Agreement.

NOW, THEREFORE, it is understood that:

1. The parties shall undertake and complete the PROJECT work in accordance with the Project Specific Agreement pursuant to MASTER AGREEMENT #95-0576 as amended by #00-5459 as amended by #05-5213, by and between the DEPARTMENT and the REQUESTING PARTY. The REQUESTING PARTY does hereby acknowledge its acceptance of the terms of MASTER AGREEMENT #95-0576 as amended by #00-5459 as amended by #05-5213 with respect to the PROJECT work under this Project Specific Agreement.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this Project Specific Agreement, shall:

- A. Appoint a licensed project engineer registered with the State of Michigan, who shall be in responsible charge of the PROJECT and will ensure that the plans and specifications and other related issues agreed upon in the contract document are followed.
- B. At PROJECT COST, perform or cause to be performed all construction engineering and inspection services necessary for the completion of this PROJECT.
- C. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Perform or cause to be performed all construction engineering and inspection services necessary for the completion of this PROJECT.
- D. Enact and enforce such ordinances and regulations as may be necessary to prohibit parking within the roadway right-of-way throughout the limits of the PROJECT.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Earmark Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$1,386,216 or (2) an amount such that 80 percent, the established Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

7. Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

8. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that
3/17/97 PROJSPEC.DET 6/3/24

the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

9. This Project Specific Agreement shall be executed by the duly authorized officials of the REQUESTING PARTY and the DEPARTMENT.

CITY OF DETROIT

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



June 3, 2024

EXHIBIT I

CONTROL SECTION	HIPE 82000
JOB NUMBER	219373CON
PROJECT	24A0592

ESTIMATED COST

CONTRACTED WORK	
Estimated Cost	\$5,027,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$5,027,000
Less Federal Funds*	<u>\$1,386,216</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$3,640,784

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT