



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

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

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January 16, 2025

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

RE: Request to Accept and Appropriate the FY 2022 Transportation Alternatives Program Grant for West Jefferson and Rosa Parks

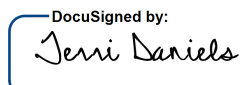
The Michigan Department of Transportation (MDOT) has awarded the City of Detroit Department of Public Works with the FY 2022 Transportation Alternatives Program Grant for West Jefferson and Rosa Parks for a total of \$2,942,194.00. The State share is \$2,942,194.00 of the approved amount, and there is a required cash match of \$1,463,106.00. The total project cost is \$4,405,300.00. 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 this grant is to implement a comprehensive street improvement project that narrows vehicle lanes, adds a protected two-way bike path, enhances pedestrian crossings, updates traffic signals, and improves overall safety along segments of Rosa Parks Boulevard and West Jefferson Avenue. Specifically, the project limits include Rosa Parks Boulevard from Fort Street to West Jefferson Avenue and West Jefferson Avenue from Rosa Parks Boulevard to 8th Street. The goal is to make these roads safer and more convenient for drivers, cyclists, and pedestrians, while ensuring the City of Detroit can maintain and operate these new facilities in the long term.

If approval is granted to accept and appropriate this funding, the appropriation number is 21506, with the match amount coming from appropriation number 04189.


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

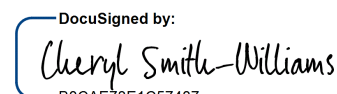
Sincerely,

DocuSigned by:

4D2BFEE23C8D489...
Terri Daniels

Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

Signed by:

17E14C340551407...
Office of Budget

DocuSigned by:

B8CAE73E1G67487...
Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Public Works is requesting authorization to accept a grant from the Michigan Department of Transportation (MDOT), in the amount of \$2,942,194.00, to enhance safety, accessibility, and convenience along segments of Rosa Parks Boulevard and West Jefferson Avenue; 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; 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 for the Office of Development and Grants is hereby authorized to sign 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 21506, in the amount of \$2,942,194.00, which includes a non-cash federal award amount and a cash match coming from Appropriation 04189, for the FY 2022 Transportation Alternatives Program Grant for West Jefferson and Rosa Parks.

PROJECT SPECIFIC AGREEMENT
CITY OF DETROIT PROJECT

	DA
Control Section	TA 82000
Job Number	218416CON
Project	25A0118
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5521

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 December 18, 2024, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt and concrete lane narrowing and addition of a separated two-way bicycle track with protected intersections along Rosa Parks Boulevard from Fort Street to West Jefferson Avenue and along West Jefferson Avenue from Rosa Parks Boulevard to 8th Street; including earthwork, aggregate base, intersection realignment, drainage, concrete curbed median, sidewalk and curb ramps, pedestrian mid-block crossings, bus stop, bike hoops, lighting, traffic signal, controller and cabinet, mast arms, backplates, countdown pedestrian signals, light emitting diode two-sided flashing sign, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Contractor staking and cellular data service for signals along the limits as described in PART A; 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, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

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TRANSPORTATION ALTERNATIVES PROGRAM

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

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.

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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 no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- C. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- D. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$2,942,194 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Transportation Alternatives Program Urban Funds limited to \$1,471,097 and used

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first followed by Federal Transportation Alternatives Program Statewide Funds. The balance of the PART A portion 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

6. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

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Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

7. 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.

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

9. 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 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.

10. In accordance with the permit issued to the REQUESTING PARTY by the DEPARTMENT, the facilities constructed as the PROJECT and allowed on state trunkline right-of-way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Should the facilities constructed as the PROJECT interfere with future trunkline highway operations or safety, the REQUESTING PARTY agrees to the modification of said facilities as required by the DEPARTMENT. The REQUESTING PARTY shall be responsible for the performance of and the costs associated with any such changes.

11. 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:



December 18, 2024

EXHIBIT I

CONTROL SECTION	TA 82000
JOB NUMBER	218416CON
PROJECT	25A0118

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$4,373,900	\$ 31,400	\$4,405,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$4,373,900	\$ 31,400	\$4,405,300
Less Federal Funds	<u>\$2,942,194</u>	<u>\$ 0</u>	<u>\$2,942,194</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,431,706	\$ 31,400	\$1,463,106

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

NO DEPOSIT