



**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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www.detroitmi.gov

June 9, 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 2025 Hamtramck Drive Improvements Grant

The County of Wayne has awarded the City of Detroit Department of Public Works with the FY 2025 Hamtramck Drive Improvements Grant for a total of \$4,200,000.00. There is no match requirement. The total project cost is \$4,200,000.00.

The objective of the grant is to support a larger effort to reconstruct Hamtramck Drive, near General Motor’s Factory Zero. The funding allotted to the department will be utilized to fully reconstruct a 0.57 mile portion of Hamtramck Drive.

If approval is granted to accept and appropriate this funding, the appropriation number is 21536.

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

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...
Terri Daniels
Director, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34F9071313554A4...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C67487...
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 of reimbursement from the County of Wayne, in the amount of \$4,200,000.00, to support the reconstruction on Hamtramck Drive, near General Motor's Factory Zero; 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 21536, in the amount of \$4,200,000.00, for the FY 2025 Hamtramck Drive Improvements Grant.

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF DETROIT

for

**Hamtramck Drive
From Trombly Street to Joseph Campau
(WO 47145)**

TABLE OF CONTENTS

INTRODUCTION..... 3

PROJECT DESCRIPTION..... 3

ARTICLE 1 DEFINITIONS..... 4

ARTICLE 2 PROJECT COSTS..... 5

ARTICLE 3 TERM OF CONTRACT 5

ARTICLE 4 CITY’S RESPONSIBILITIES 5

ARTICLE 5 WAYNE COUNTY’S RESPONSIBILITIES 6

ARTICLE 6 COST SHARING 6

ARTICLE 7 PAYMENT TERMS 6

ARTICLE 8 WAIVER 6

ARTICLE 9 FORCE MAJEURE..... 7

ARTICLE 10 HOLD HARMLESS 7

ARTICLE 11 INSURANCE..... 7

ARTICLE 12 NOTICE 7

ARTICLE 13 TERMINATION 8

ARTICLE 14 BINDING EFFECT/INTEGRATION 8

SIGNATURES..... 9

INTRODUCTION

THIS AGREEMENT, between the County of Wayne, Michigan, a body corporate and Charter county, whose address is 500 Griswold, 31st Floor, Detroit, Michigan 48226 (hereinafter referred to as the “COUNTY”) and the City of Detroit (Michigan), a Michigan municipal corporation, by and through its Department of Public Works, whose address is 2 Woodward Avenue, Suite 611, Detroit, Michigan 48226 (hereafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the Parties with respect to road improvements on Hamtramck Drive, which is a COUNTY road located partially within the City of Detroit and partially within the City of Hamtramck (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

The project includes Concrete pavement removal and construction of variable width, 10 inch nonreinforced curbed concrete pavement on Hamtramck Drive from 0.11mi s. of Hamtramck C.L to Joseph Campau, including drainage structure adjustments, permanent lane line markings, including geometric changes to achieve one vehicle travel lane in each direction plus a center left-turn-lane and a separated 15 foot wide, 6 inch concrete shared use path, a portion of the Joe Louis Greenway. This is 0.57 miles of a 0.90 mile construction project on Hamtramck Drive.

WHEREAS, the roadway at issue is under the jurisdiction and control of the COUNTY and is partially located within the City of Detroit and partially located within the City of Hamtramck; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of Wayne County, the City of Detroit, and the City of Hamtramck; and

WHEREAS, the COUNTY has approved a total expenditure not to exceed \$4,200,000 of the Project Costs, and the CITY shall bear 100% of the remainder of the Project Costs; and

WHEREAS, the Parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the Parties and in conformity with

applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds, and other instruments of security furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the CITY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current charges for the overhead, fringes and benefits.
- 1.9 **CONSTRUCTION WORK** – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the City or its qualified contractors.
- 1.10 **ENGINEER’S ESTIMATE** – The approximated cost of construction work based on plan quantities of Construction Work items defined in the Project plans and specifications.
- 1.11 **PRELIMINARY ENGINEERING** – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current charges for overhead, fringes and benefits.
- 1.12 **PROJECT** – The various street repairs regarding the CITY’s contract for Hamtramck Drive.
- 1.13 **PROJECT COSTS** – The cost of the work necessary for completion of the PROJECT. See Article 2.
- 1.14 **PROJECT ENGINEER** – The engineer who is responsible for the construction of the Project.
- 1.15 **QUALITY CONTROL TESTING** – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services

include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate charges for overhead, fringes and benefits.

ARTICLE 2 PROJECT COSTS

2.1 As herein used, the term “Project Costs” shall include, but not be limited to, the cost of the Preliminary Engineering, Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The Parties acknowledge that the construction Bids are subject to Change Orders and that the CITY will be responsible for any increases in price or Change Orders and that the COUNTY’S maximum contribution for the Project is outlined in this Agreement.

2.3 The Parties acknowledge that the CITY is responsible for securing any easements and/or rights-of-way necessary for the Project.

ARTICLE 3 TERM OF CONTRACT

3.1 The term of this Agreement shall commence upon approval of the Wayne County Commission and shall terminate on September 30, 2030 at 11:59 p.m.

ARTICLE 4 CITY’S RESPONSIBILITIES

4.1 The CITY shall perform all Preliminary Engineering or have preliminary Engineering performed by an MDOT prequalified engineering firm.

4.2 The CITY shall arrange for the contract bidding, award of the contract, and administer the contract.

4.3 The CITY shall perform or have all Construction Engineering performed by an MDOT prequalified civil engineering firm.

4.4 The CITY shall perform the Quality Control Testing of all materials to be incorporated into the Project or have Quality Control Testing performed by an MDOT prequalified civil engineering firm.

4.5 The CITY shall appoint a Project Engineer for the Construction Work for the Project.

4.6 If applicable, the contractor hired by the CITY must apply for and meet the requirements for a Wayne County Permit which will require the contractor to be insured and provide security in the form of a cash bond or irrevocable letter of credit.

4.7 The CITY shall submit as-built plans to the COUNTY permit office after work is complete.

4.8 The CITY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the COUNTY.

**ARTICLE 5
WAYNE COUNTY'S RESPONSIBILITIES**

5.1 The COUNTY shall be allowed to review the CITY'S project proposals.

5.2 If applicable, the COUNTY shall issue the contractor a permit to perform construction work in Wayne County road right-of-way and provide all information for its utilities.

5.3 The COUNTY shall waive the permit application fee, plan review fees, and inspection charges.

**ARTICLE 6
COST SHARING**

6.1 The COUNTY shall contribute an amount not to exceed Four Million Two Hundred Thousand and 00/100 Dollars (\$4,200,000.00) to the Project Costs. The COUNTY contribution is capped at Four Million Two Hundred Thousand and 00/100 Dollars. All costs exceeding the current estimated Project Costs shall be 100% the CITY's responsibility.

**ARTICLE 7
PAYMENT TERMS**

7.1 The CITY shall supply plans and estimates for the Project within thirty days of this Agreement being approved by Wayne County Commission. The CITY shall provide invoices to the COUNTY with supporting invoices from its contractors. The COUNTY shall pay the invoices within 90 (ninety) days after receipt of the invoices and sufficient supporting documentation.

**ARTICLE 8
WAIVER**

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any

governmental immunity each party, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

**ARTICLE 9
FORCE MAJEURE**

9.1 It is mutually understood and agreed that neither of the Parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, pandemic, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**ARTICLE 10
HOLD HARMLESS**

10.1 Each Party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either Party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either Party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

**ARTICLE 11
INSURANCE**

11.1 The City of Detroit shall maintain insurance or self-insurance and require that any and all contractor(s) performing work for the Project obtain and maintain insurance in customary industry amounts satisfactory to the City of Detroit. Furthermore, the City of Detroit shall require that such contractor's insurance coverage(s) name the City of Detroit and Wayne County as additional insureds with respect to the Project work.

11.2 All insurance and bonds required from the City's contractor shall name the COUNTY OF WAYNE and the CITY OF DETROIT as an additional insured or beneficiary.

**ARTICLE 12
NOTICE**

12.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226
Attn.: Sami Khaldi

For the CITY:

City of Detroit Department of Public Works
2 Woodward Avenue, Suite 611
Detroit, Michigan 48207
Attn.: Ron Brundidge

ARTICLE 13 TERMINATION

13.1 The CITY or COUNTY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 13, by giving written notice to the other party of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the COUNTY will not relieve the COUNTY of its share of the Project Costs incurred up to the date of termination of the Agreement.

13.2 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 14 BINDING EFFECT/INTEGRATION

14.1 This Agreement embodies the entire Agreement and understanding among the Parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

14.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year written below.

SIGNED IN THE PRESENCE OF:

FOR COUNTY OF WAYNE

By: _____
Warren C. Evans
Its: Chief Executive Officer
Date: _____

FOR CITY OF DETROIT

By: _____
Ron Brundidge
Its: Director of Public Works
Date: _____

APPROVED AS TO FORM:
By: /s/Licia Yangouyan
DEPT OF CORPORATION COUNSEL
(1/14/2025)