



CITY OF DETROIT
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 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

January 20, 2023

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 Transportation Economic Development Fund – Category A Grant and partner with the Detroit Brownfield Redevelopment Authority to complete the Eastern Market Project

The Michigan Department of Transportation (MDOT) has awarded the City of Detroit Department of Public Works (DPW) with the Transportation Economic Development Fund – Category A Grant, for a total of \$303,127.00, to support the Eastern Market Project. This project will be constructed in partnership with the Detroit Brownfield Redevelopment Authority (DBRA). The Economic Development Administration (EDA) has awarded the DBRA with the Public Works and Economic Adjustment Assistance Grant, for a total of \$2,557,950.00, to support the Eastern Market Project. Both grants will act as match for each other. In addition, there is a remaining project cost of \$2,125,194.26, that will be provided by DPW. The total project cost is \$4,986,271.26. The project cost includes construction costs of \$4,201,757.62, construction engineering and inspection fees of \$630,263.64 and architectural/design costs of \$154,250.00.

The following table provides a summary of the overall budget and funding sources:

Overall Project Budget		Funding Sources	
Construction	\$4,201,757.62	EDA	\$2,557,950.00
Construction Engineering	\$630,263.64	MDOT	\$303,127.00
Design	\$154,250.00	DPW	\$2,125,194.26
Total	\$4,986,271.26	Total	\$4,986,271.26

The objective of the grant is to reconstruct/make improvements to various roads in Eastern Market to meet industry, employee and visitor needs. The funding allotted to the department will be sub-awarded to DBRA. DBRA will manage the project in partnership with DPW and will contract out the construction services in partnership with DPW. These two grants will be used to resurface St. Aubin St., from Mack Ave. to Superior St., reconstruct Superior St. from St. Aubin St. to Dequindre St., reconstruct Illinois St. from St. Aubin St. to Dequindre St., and reconstruct/resurface Riopelle St. from Mack Ave. to Wilkins St.

In addition, DPW will leverage these grants to resurface/widen Erskine St. from Russell St. to Orleans St. and resurface St. Aubin St. from Superior St. to Canfield St. These DPW Project elements will cost \$1,327,575.74.



CITY OF DETROIT
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 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

Finally, DPW will provide the grant match for the EDA grant, in the amount of \$797,618.47. DPW will transfer the grant match funding, the MDOT grant, in the amount of \$303,127.00, and the DPW Project elements, in the amount of \$1,327,575.74, to DBRA, in order to complete the Eastern Market Project. Therefore, DPW will transfer a total of \$2,428,321.21 to DBRA, as outlined in the table above.

If approval is granted to accept and appropriate this funding, the appropriation number is 21240, 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:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
565ACA3D30EA465...

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, the Department of Public Works (DPW) is requesting authorization to accept the Transportation Economic Development Fund – Category A Grant, from the Michigan Department of Transportation (MDOT), in the amount of \$303,127.00, to support the Eastern Market Project; and

WHEREAS, this is a reimbursement grant; and

WHEREAS, the Department of Public Works (DPW) is requesting authorization to partner with the Detroit Brownfield Redevelopment Authority (DBRA), to complete the Eastern Market Project, by sub-awarding this grant to DBRA; and

WHEREAS, the Economic Development Administration (EDA) has awarded the Public Works and Economic Adjustment Assistance Grant to DBRA, in the amount of \$2,557,950.00, to complete the Eastern Market Project; and

WHEREAS, these two grants will act as match for each other; and there is a remaining project of \$2,125,194.26, that will be provided by DPW; and the total project cost is \$4,986,271.26; and

WHEREAS, the project cost includes construction costs of \$4,201,757.62, construction engineering and inspection fees of \$630,263.64 and architectural/design costs of \$154,250.00; and the following table provides a summary of the overall budget and funding sources:

Overall Project Budget		Funding Sources	
Construction	\$4,201,757.62	EDA	\$2,557,950.00
Construction Engineering	\$630,263.64	MDOT	\$303,127.00
Design	\$154,250.00	DPW	\$2,125,194.26
Total	\$4,986,271.26	Total	\$4,986,271.26

WHEREAS, the scope of work includes making improvements to various roads in Eastern Market to meet industry, employee and visitor needs; specifically, they will be used to resurface St. Aubin St., from Mack Ave. to Superior St., reconstruct Superior St. from St. Aubin St. to Dequindre St., reconstruct Illinois St. from St. Aubin St. to Dequindre St., and reconstruct/resurface Riopelle St. from Mack St. to Wilkins St.; and

WHEREAS, the funding allotted to the department will be sub-awarded to DBRA, who will manage the project in partnership with DPW and will contract out the construction services in partnership with DPW; and

WHEREAS, DPW will leverage these grants to resurface/widen Erskine St. from Russell St. to Orleans St. and resurface St. Aubin St. from Superior St. to Canfield St.; these DPW Project elements will cost \$1,327,575.74; and

WHEREAS, DPW will provide the grant match for the EDA grant, in the amount of \$797,618.47; and



Office of Development and Grants

WHEREAS, DPW will transfer the grant match funding, in the amount of \$797,618.47, and the MDOT grant, in the amount of \$303,127.00, and the DPW Project elements, in the amount of \$1,327,575.74, to DBRA, in order to complete the Eastern Market Project, and therefore, DPW will transfer a total of \$2,428,321.21 to DBRA, as outlined in the table above; and

WHEREAS, the Director of the Department of Public Works will be the Authorized Official, and the City Engineer will be the project lead, for the Transportation Economic Development Fund – Category A Grant; and

WHEREAS, the Law Department has approved the attached MDOT agreement as to form; and the Law Department has approved the attached DBRA Cost Share Agreement as to form; and

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

THEREFORE, BE IT RESOLVED that the Director of the Department of Public Works is authorized to execute the MDOT Grant Agreement and the DBRA Cost Share Agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21240, in the amount of \$2,428,321.21, which includes a cash match for the EDA Grant and the DPW Project elements coming from Appropriation 04189, for the Transportation Economic Development Fund – Category A Grant.

TED (A)
NON FED

	COM	
Control Section		EDA 82000
Job Number		212194CON
Contract No.		22-5462

THIS CONTRACT 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, in Detroit, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated October 3, 2022, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along St. Aubin Street from Mack Avenue to Superior Street; reconstruction of Superior Street from St. Aubin Street to Dequindre Railway, including hot mix asphalt removal and concrete paving; reconstruction along Illinois street from St. Aubin Street to Dequindre Railway, including brick paver removal and concrete paving; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

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.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and 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 perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.

C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

(1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.

(2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

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

PART A

The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 100 percent of the

approved and responsible low bid amount, or (2) \$303,127. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$303,127. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 100 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting

documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of

government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #1391 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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.

14. 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.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF DETROIT

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



October 3, 2022

EXHIBIT I

CONTROL SECTION	EDA 82000
JOB NUMBER	212194CON

ESTIMATED COST

Estimated PROJECT COST

	<u>TOTAL</u>
Contracted Work	\$303,127

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$303,127
Less TED FUNDS*	<u>\$303,127</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 0

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**FUNDING AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
AND
THE CITY OF DETROIT
(EASTERN MARKET PROJECT)**

THIS FUNDING AGREEMENT ("Agreement") executed this ____ day of _____, 2023 and effective as of the Effective Date, is an agreement by and between the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public authority and body corporate (the "**DBRA**") organized and existing pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended, and the **CITY OF DETROIT**, a Michigan municipal corporation (the "**City**"), acting by and through its **DEPARTMENT OF PUBLIC WORKS** (the "**DPW**") for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements constituting the Eastern Market Project, hereinafter referred to as the "**Project**": The City and the DBRA may also be known individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, the City, and the DBRA have been awarded a grant in the amount of \$2,557,950.00 (the "**EDA Grant Funds**") by U.S. Department of Commerce Economic Development Administration (the, "**EDA**"), such grant agreement is attached hereto as Exhibit A, to fund a portion of the design and reconstruction of certain deteriorating roadways in and around Eastern Market generally described as follows (the "**Participating Work**"):

The creation of engineered construction drawings and reconstruction of approximately 4,085 linear feet of deteriorating roadways around the Eastern Market Food District. The improvements will upgrade existing roads and will include sidewalk replacement, stormwater drainage improvements, utility relocations, and other related appurtenances, all to support expansion of the Eastern Market food cluster. The specific sections of roadway to be resurfaced and/or reconstructed include:

- Riopelle St. from Wilkins Street to Erskine Street (road resurfacing), Erskine Street to Mack Ave. (road reconstruction), Approximately 1,275 linear ft
- St Aubin St. from Mack Ave. to Superior St., Approximately 1,380 linear ft
- Illinois St., from Dequindre RR to St Aubin St., Approximately 720 linear ft
- Superior St., from Dequindre RR to St Aubin St., Approximately 710 linear ft

WHEREAS, the total cost of the Participating Work is anticipated to be \$3,197,438.00 (the "**Participating Work Cost**") and

WHEREAS, the City and DBRA have identified additional rights of way to be reconstructed or resurfaced in or around the Eastern Market Food District that the City desires for the DBRA to undertake, subject to the available funding to be identified by the City as follows (the "**Non-Participating Work**" and together with the Participating Work, the "**Project**");

- Erskine St - The resurfacing and alignment of Erskine St from Russell St to Orleans St. and the widening of Erskine St on the South side from Riopelle to Orleans to align with the width of Erskine St from Russell St to Orleans St.
- St. Aubin St – Resurfacing work will take place from Superior St to Canfield St.
- Creation of engineered construction drawings for the aforementioned rights-of-way.

WHEREAS, the City will prepare an estimate for and identify funds to pay for the Non-Participating Work (the “**Non-Participating Work Cost**” and, together with the Participating Work Cost, the “**Project Cost**”); and

WHEREAS, DBRA is responsible for the engineered construction drawings, the construction engineering inspection services, and the construction and implementation of the Project; provided, however, that no such services shall be provided by DBRA for the Non-Participating Work until such time as the City has identified and received appropriate approvals for the funding sources from which the Non-Participating Work Costs shall be paid; and

WHEREAS, DPW shall not assess any fees to DBRA or to the Project for document review, meetings attendance, for the Project; and

WHEREAS, the City, through the DPW, has agreed to fund the Project Costs that are not payable with the EDA Grant Funds (the “**DPW Project Costs**”) including:

- (i) match fund requirements for the Participating Work for the EDA Grant Funds in an amount equal to \$639,488.00 (the “**EDA Match Requirement**”); and
- (ii) the Non-Participating Work; and;
- (iii) all unanticipated Project Costs relating to the Participating Work and the Non-Participating Work, whether due to cost overruns, increased construction material costs, unanticipated circumstances, or otherwise;

and;

WHEREAS, the City, through DPW will fund a portion of the EDA Match Requirements using a grant of \$303,127.00 from a Michigan Department of Transportation (“**MDOT**”) Transportation Economic Development Fund Category A grant (“**TEDA Grant Funds**”), which TEDA Grant Funds shall be used only for construction activities for the portion of the Project described in the grant agreement attached hereto as **Exhibit B** (the “**MDOT Portion of the Participating Work**”).

WHEREAS, the Cost Share Budget that more particularly describes the cost breakdowns and funding sources for Participating Work and Non-Participating Work is attached as **Exhibit C**.

WHEREAS, the Board of Directors of the DBRA authorized the DBRA to enter into this Agreement for the purposes of furthering the goals of the Project and to assist the City with the construction of the Project, pursuant to DBRA Resolution 20-05-01-221.

NOW, THEREFORE, it is agreed that:

1. The above recitals are incorporated into this Agreement as if fully set out word for word.
2. The term “Project Cost” as herein used, is hereby defined as the cost of the design engineering of the infrastructure, the cost of construction engineering inspections, and the cost of physical construction of the improvements, necessary for the completion of the Project. Other costs include, but may not be limited to material testing, construction staking and survey, permits and licenses, and construction contract administration.
3. The term “City Funds” shall mean the TEDA Grant Funds and all such other funds identified by DPW to pay for the DPW Projects Costs.
4. The City agrees to reserve all the required City Funds necessary to pay for the DPW Project Costs, which amounts shall include a minimum 20% owners contingency to account for unanticipated Project Costs whether due to cost overruns, increased construction material costs, unanticipated circumstances, or otherwise.
5. The City agrees to reimburse the DBRA within 30 days of receipt of each DBRA reimbursement requests DPW Project Costs.
6. The City Funds shall be provided to DBRA consistent with the procedure herein. a) Prior to the reimbursement request submittal to DPW, the CE&I Firm (as defined below), shall review all construction related invoices, and with the DBRA, shall reconcile and verify all invoice pay items and shall provide written approval of all contractor payment applications. b) With all DBRA reimbursement requests, the DBRA shall provide copies of all back up documentation and reimbursable consultant and contractor invoices. c) Upon receipt of DBRA’s reimbursement request, the DPW shall review documents, and assuming no errors, shall provide a reimbursement check or electronic fund transfer to the DBRA related to the reimbursement request within 30 days of receipt. d) If there are any errors or objections raised by DPW, these shall be provided in writing or email to DBRA within such 30 day period, DBRA shall respond or correct as necessary and resubmit the reimbursement request, and the DPW shall reimburse DBRA within 30 days of the DBRA response or revised submittal. In connection with the foregoing, DBRA shall cause its contractor to provide separate invoices for the Participating Work and the Non-Participating Work, and, with respect to the Participating Work, provide line-item detail delineating costs for the MDOT Portion of the Participating Work, in a manner consistent with the estimated total Project budget set forth on **Exhibit D**.
7. Notwithstanding the provisions of Paragraph 5 above, with respect to the TEDA Grant Funds, within 30 days of DBRA’s invoice therefor, DPW shall advance an amount equal to 90% of the TEDA Grant Funds to DBRA, which amount may be used by DBRA to pay contractor invoices for the MDOT Portion of the Participating

Work, provided that prior to such payment, DBRA and the CE&I Firm shall review all construction related invoices, shall reconcile and verify all invoice pay items, shall provide written approval of all contractor payment applications, and shall provide to DPW copies of all back up documentation and reimbursable consultant and contractor invoices. Following the completion of the Participating Work, DBRA shall submit a reimbursement request to DPW for the remaining 10% of the TEDA Grant Funds, together with a final accounting of the MDOT Portion of the Participating Work and expenditure of the TEDA Grant Funds. Upon receipt of DBRA's reimbursement request, the DPW shall review documents, and assuming no errors, shall provide a reimbursement check or electronic fund transfer to the DBRA related to the reimbursement request within 30 days of receipt. If there are any errors or objections raised by DPW, these shall be provided in writing or e mail to DBRA within such 30- day period, DBRA shall respond or correct as necessary and resubmit the reimbursement request, and the DPW shall reimburse DBRA within 30 days of the DBRA response or revised submittal.

8. The DBRA will notify or cause to have notified the DPW of any proposed change order or other modification of a contract that could cause material increase in the Project Cost. DPW's comments on payment applications or claims for extras or requests for changes to the base contract shall be considered by the DBRA, consistent with applicable federal, state or local laws or regulations. In the event that the construction contract sum increases through change orders, such additional amount shall be paid by DBRA, to be reimbursed by City Funds and EDA Grant Funds, as applicable. DPW shall also reimburse DBRA for any cost overruns for Project Costs in excess of the eligible grant amount.
9. The DBRA shall be responsible for providing bid tabulations required for MDOT reporting. Bid tabulations shall be created in coordination with and receive approval from DPW prior to submission to MDOT. DPW agrees that it shall review the bid tabulations, and assuming no errors, shall approve such within 30 days of receipt. Bid tabulations must be submitted to MDOT prior to the commencement of construction work. DBRA shall not begin construction work until MDOT issues the "Notice to Proceed."
10. The Parties 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 Parties shall make available all books, documents, papers and records for monitoring, audits, inspections and examinations by the other Party during normal business hours and upon no less than forty-eight (48) hours advance notice. In the fulfillment of their responsibilities under this Agreement the Parties will abide by and cause any persons receiving funds pursuant to this Agreement to abide by all federal and state laws as well as City ordinances and relevant executive orders.
11. The Parties shall work together throughout the entirety of the design and construction phases of the Project, including: (i) causing relevant employees of

the DBRA and City to attend design meetings and review final designs before submitting them to EDA; and (ii) conducting the bid evaluation process in accordance with DBRA's procurement practices, subject to any limitations imposed by state and federal funding sources.

12. All records referred to in Paragraph 8 shall be maintained by the Parties for three (3) years after the later of the date of completion of the Project or the final disbursement of funds by either Party. In the event of dispute between the Parties arising out of this Agreement that occurs within three (3) years after the later of the completion of the Project or the final disbursement of funds by either Party, the Parties shall continue to maintain the data required pursuant to this Paragraph until said dispute has been finally concluded, including all available challenges or appeals and audits.
13. The DBRA shall include in each of its contracts with its contractors a requirement that the contractor indemnify both the City and the DBRA and that the City be included as in additional insured on all insurance required to be carried by the contractor thereunder.
14. The Parties shall work together to identify a firm to perform construction, engineering and inspection services (the "**CE&I Firm**") for the Project and such CE&I Firm shall (i) be procured directly by DBRA; (ii) not be a firm performing any other design and engineering for the Project; (iii) be pre-qualified by MDOT for construction, engineering and inspection services; and (iv) have recent and demonstrated experience within the prior four (4) year period on providing construction, engineering and inspection services on similar public right of way projects within the city of Detroit.
15. The DBRA shall require all contractors performing services for the Project to submit invoices on a form satisfactory to the DBRA with detailed information containing price breakdowns based on the street the work was performed on/for and the high-level cost category (construction, design, and CE&I). The DBRA shall also require the contractors performing construction work to track the portions of their work to correlate with the Construction Budget attached as Exhibit D and the DBRA will work with the contractors and the CE&I Firm in the preparation of invoices. The review and approval of all invoices submitted to DBRA as contemplated herein and the corresponding payment of the City Funds by DPW to DBRA shall be in accordance with Section 5 of this Agreement.
16. Notwithstanding anything to the contrary in this Agreement, the disbursement of any funds under this Agreement is contingent upon the Parties' receipt of funds from their applicable funding sources (collectively referred to as the "**Funding Sources**"); accordingly, the Parties reserve the right to delay disbursement until receipt of adequate funds from the Funding Sources, without penalty or interest. The parties understand that failure to transfer the City Funds to DBRA before the

contract is awarded may require DBRA to advise EDA of DBRA's inability to proceed with the Project.

17. 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 DBRA, and hand delivered, mailed by first-class mail, or mailed by overnight courier such as, by way of example only, FedEx, and addressed as follows:

If to the City: City of Detroit - Department of Public Works
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 802
 Detroit, Michigan, 48226
 Attention: Director

If to the DBRA: City of Detroit Brownfield Redevelopment Authority
 500 Griswold, Suite 2200
 Detroit, Michigan 48226
 Attention: Authorized Agent

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.

17. 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.
18. 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 Party nor its 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.
19. This Agreement shall bind, and the rights, benefits and advantages of this agreement shall inure to the successors of the City and the DBRA.
20. This Agreement will become effective upon its approval by City Council and the DBRA Board of Directors and expire on the date of the last payment of the City Funds to the DBRA or the last payment of the EDA Grant Funds to the DBRA, whichever occurs later.

(Signatures commence on next page)

IN WITNESS WHEREOF, the DBRA and the City, through DPW, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public authority and body corporate.

By: _____
Print Name: _____
ITS: Authorized Agent

\
By: _____
Print Name: _____
ITS: Authorized Agent

Approved as to Form Only:
Counsel to the DBRA

By: _____
Rebecca A. Navin, Esq.

CITY OF DETROIT, a Michigan municipal corporation by and through its **DEPARTMENT OF PUBLIC WORKS**

By: _____
Print Name: _____
ITS: Director

APPROVED BY DETROIT CITY COUNCIL:

APPROVED AS TO FORM IN ACCORDANCE WITH § 7.5-206 OF THE 2012 CITY OF DETROIT CHARTER



Chief Procurement Officer

Supervising Assistant Corporation Counsel

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CITY'S CHIEF PROCUREMENT OFFICER.

EXHIBIT A
EDA Grant From U.S. Department of Commerce

See attached.

FORM CD-450 (MULTI) U.S. DEPARTMENT OF COMMERCE (REV. 10/18)		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
FINANCIAL ASSISTANCE AWARD		FEDERAL AWARD ID NUMBER
		06-79-06318 - URI: 115871
RECIPIENT NAME	PERIOD OF PERFORMANCE	
Detroit Brownfield Redevelopment Authority	46 Months from Award Date	
STREET ADDRESS	FEDERAL SHARE OF COST	
500 Griswold Street	\$ 2,557,950	
CITY, STATE, ZIP CODE	RECIPIENT SHARE OF COST	
Detroit, MI 48226-3480	\$ 639,488	
RECIPIENT NAME	TOTAL ESTIMATED COST	
City of Detroit	\$ 3,197,438	
STREET ADDRESS		
2 Woodward Avenue, Suite 1026		
CITY, STATE, ZIP CODE		
Detroit, MI 48226-3403		
AUTHORITY		
Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)		
CFDA NO. AND NAME		
11.307 Economic Development Adjustment Assistance - CARES Act Supplemental		
PROJECT TITLE		
Eastern Market/Food Innovation Zone Infrastructure Improvement		
This Award document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this offer and de-obligate the funds.		
<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (NOVEMBER 2020) <input type="checkbox"/> R & D AWARD <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE <input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS <input checked="" type="checkbox"/> LINE ITEM BUDGET <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS AS ADOPTED PURSUANT TO 2 CFR § 1327.101 <input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES <input type="checkbox"/> MULTI-YEAR AWARD: PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION. <input checked="" type="checkbox"/> OTHER(S): 1. EDA Standard Terms and Conditions for Construction Projects (March 2021)		
2. 13 CFR Chapter III		
3. GPRA Data Collection Form		
4. SF-429 Real Property Reporting Requirements		
5. OIG Fraud Awareness Training FY20		
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	DATE	
Susan M. Brehm, Regional Director SUSAN BREHM	Digitally signed by SUSAN BREHM Date: 2021.11.05 16:00:24 -05'00'	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	DATE	
Kenyetta Bridges, EVP for Economic Dev. 	December 10, 2021	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	DATE	
Ron Brundidge, Director of Public Works 	1/13/22	

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE (DOC)
Economic Development Administration (EDA) (“Government”)

CONSTRUCTION PROJECTS: Public Works and Economic Adjustment Assistance under Sections 201 and 209 of the Public Works and Economic Development Act (PWEDA) as amended, 42 U.S.C. §§ 3141 and 3149

Project Title: Eastern Market/Food Innovation Zone Infrastructure Improvement	
Recipient Name: 1. Detroit Brownfield Redevelopment Authority 2. City of Detroit	
Award Number: 06-79-06318	URI: 115871

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this Project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this Award is as follows:

The project includes reconstructing approximately 4,085 linear feet of deteriorating roadways around the Eastern Market Food District. The improvements will upgrade existing roads and will include sidewalk replacement, stormwater drainage improvements, utility relocations, and other related appurtenances, all to support expansion of the Eastern Market food cluster. The specific sections of roadway to be reconstructed include:

- Riopelle Street, from Wilkins Street to Mack Ave. Approximately 1,275 linear feet.
- St Aubin Street, from Mack Avenue to Superior Street. Approximately 1,380 linear feet.
- Illinois Street, from Dequindre Railway to St Aubin Street. Approximately 720 linear feet.
- Superior Street, from Dequindre Railway to St Aubin Street. Approximately 710 linear feet.

2. RECIPIENT INFORMATION:

Kenyetta Bridges Executive VP for Economic Development Phone: 313-237-6097 Email: kbridges@degc.org	Detroit Brownfield Redevelopment Authority 500 Griswold Street Detroit, MI 48226-3480
Ron Brundidge Director of Public Works Phone: 313-224-3905 Email: BrundidgeR@detroitmi.gov	City of Detroit 2 Woodward Avenue, Suite 1026 Detroit, MI 48226-3403

3. EDA INFORMATION:

EDA Project Team	Roles and Responsibilities
Susan M. Brehm Regional Director Phone: 312-789-9749 Email: sbrehm@eda.gov	<u>Grants Officer</u> : Authorized to award, amend, suspend, and terminate financial assistance awards.
Dennis Foldenauer Area Director Phone: 312-789-9754 Email: dfoldenauer1@eda.gov	<u>Program Officer</u> : Oversees the programmatic aspects of this Award.
John Owen Construction Program Manager Phone: 708-490-8310 Email: jowen@eda.gov	<u>Project Officer/Construction Project Manager</u> : Responsible for day-to-day administration of this Award; liaises with Recipient and receives all reports and payment requests.

4. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are included with and considered part of the Award's terms and conditions:

- A. Recipient's final completed application (this item not enclosed in the Award package)
- B. EDA Standard Terms and Conditions for Construction Projects
- C. Any other plans, schedules, or documents included in the original application, including subsequently submitted documentation, attached hereto, not already captured in other documents (if applicable, named in Attachment 1)

Should there be a conflict between the Specific Award Conditions (this document) and the application, the Specific Award Conditions, including any attachments, shall control.

5. PROJECT DEVELOPMENT TIME SCHEDULE: Recipient agrees to the following project development time schedule:

Item	Due Date
Return of executed Financial Assistance Award	30 days from <i>Date of Award</i>
Return of OIG Fraud Awareness Training Certificate	60 days from <i>Date of Award</i>
Start of Construction	18 months from <i>Date of Award</i>
Construction Completed	42 months from <i>Date of Award</i>
Authorized Award End Date	46 months from <i>Date of Award</i>

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 – 200.343.

- 6. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date the Form CD-450 is signed by the Grants Officer. If construction is not completed by this date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, this Award may be terminated. Extensions beyond the five-year project period are exceedingly rare and can be authorized only by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 7 above.

7. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS:

- A. *Award Disbursements:* **Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The "Request for Reimbursement" (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the Form SF-3881 (or any successor form) "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to NOAA's Accounting Office by FAX at (301) 528-3675. (FAX is required to secure confidentiality of sensitive information.) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

- B. *Project Progress Reports:* The Recipient shall submit project progress reports to the Construction Project Manager on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Construction Project Manager and discussed during the project kick-off meeting. Reports are due no later than 30 days following the end of the quarterly period. The final report is due no later than 120 days after the Authorized Award End Date.
- C. *Financial Reports:* The Recipient shall submit a "Federal Financial Report" (Form SF-425) on a semi-annual basis for the periods ending **March 31, and September 30**, or any portion thereof, for the entire Award period. Reports are due no later than 30 days following the end of the semi-annual period. The final report is due no later than 120 days after the Authorized Award End Date.

- 8. ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the Award period in accordance with the administrative

authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after final financial documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the Award (*see* 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the Project. The Federal share in the allowable costs shall be based on the Investment Rate (*see* 2 C.F.R. § 200.41). In the event of an underrun in total allowable costs for this Project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary.

A. Under the terms of the Award, the total approved Authorized Budget is:

Federal Share (EDA)	\$2,557,950
Non-Federal Matching Share	\$639,488
Total Project Cost	\$3,197,438

B. Under the terms of the Award, the total approved Line Item Budget is:

COST CLASSIFICATION	
Administrative and legal expenses	\$50,000
Land, structures, rights-of-way, etc.	
Relocation expenses and payments	
Architectural and engineering fees	\$183,124
Other architectural and engineering fees	\$45,781
Project inspection fees	\$343,357
Site work	
Demolition and removal	
Construction	\$2,289,045
Equipment	
Miscellaneous	
Contingencies	\$286,131
Total Project Costs	\$3,197,438

9. FEDERAL SHARE: The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on Form CD-450 or the most recent Form CD-451).

10. MATCHING SHARE: The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible Project expenses in proportion to the Federal share requested for such Project expenses (*see* 13 C.F.R. § 300.3). The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the Project

costs is committed and unencumbered, from authorized sources, and shall be available as needed for the Project. The Recipient further acknowledges that, prior to EDA authorizing the construction contract award, the Recipient will provide evidence satisfactory to the Government that all Matching Share funds necessary to complete the Project are available and unencumbered.

11. REFUND CHECKS, INTEREST, OR UNUSED FUNDS: Treasury has given EDA two options for having payments deposited to EDA's account:

- A. The first option is the pay.gov website. This option allows the payee to pay EDA electronically. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- B. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Construction Project Manager. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks into an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If the Recipient is remitting funds to EDA via check, it should make note of the following:

1. If a check is sent to EDA, it will be converted into an electronic funds transfer (EFT) by copying the check and using the account information to electronically debit the account for the amount of the check. The debit will usually occur within 24 hours and will appear on any regular account statement.
2. EDA will not return an original check; the original will be destroyed and a copy will be maintained by EDA. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

Regardless of the method used, the Recipient shall contact the Project Officer prior to processing any payments as described in this Specific Award Condition.

12. USEFUL LIFE: The useful life of this project is hereby determined to be 20 years from the date of construction completion.

13. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4

The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: **6.9%**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

The goal for the participation of minorities in the trade area shall be as follows until further notice: **17.7%**

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient shall include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6

14. PROCUREMENT: The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements at 2 C.F.R §§ 200.317 through 200.327 and EDA regulations contained in 13 CFR Chapter III, especially 13 CFR part 305 and 13 CFR § 302.17 (“Conflicts of Interest”).

15. ARCHITECT/ENGINEER AGREEMENT: Prior to advertisement for construction bids, the Recipient must submit to the Government, an Architect/Engineer Agreement that meets the requirements in EDA’s Standard Terms and Conditions for Construction Projects, as well as the competitive procurement standards at 2 C.F.R §§ 200.317 through 200.327. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.

16. EVIDENCE OF GOOD TITLE: In accordance with Section H of EDA’s Standard Terms and Conditions for Construction Projects, prior to advertising for construction bids, the Recipient shall provide an opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. Part 314.

17. NONRELOCATION: In signing this Award, the Recipient attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one

region to another region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). If EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the Award by agreement or unilaterally for noncompliance; disallowance of any costs attributable, directly or indirectly, to the relocation; and the recovery of the Federal share.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the Project. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 18. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leveraged three, six, and nine years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit the required reports can adversely impact the Recipient's likelihood of securing future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will notify the Recipient in writing within a reasonable period prior to the deadline for submission of the reports with information on how this data should be submitted. The Recipient should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA during audits or performance site visits.

- 19. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- A. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- B. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

- C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term “application” includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of initial application.

- 20. EDA PROJECT SIGN:** The Recipient must erect and maintain in good condition and repair a sign or signs in accordance with current EDA specifications. Prior to on-site construction, a reproducible photograph of the sign must be submitted to EDA along with evidence that the sign is located at the project site.

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:

- A. General Reporting Requirement. If the total value of the Recipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Award, then the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b of this condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- B. Proceedings About Which a Recipient Must Report. The Recipient must submit the information required about each proceeding that:
1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 2. Reached its final disposition during the most recent five-year period; and
 3. Is one of the following:
 - a. A criminal proceeding that resulted in a conviction, as defined in paragraph e of this award term and condition;
 - b. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c. An administrative proceeding, as defined in paragraph e of this condition, that resulted in a finding of fault and liability and the Recipient’s payment of either a

monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- d. Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph B.3.a, b, or c of this condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Recipient's part; and
 - iii. The requirement in this condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

D. Reporting Procedures. The Recipient must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this condition. The Recipient does not need to submit the information a second time under assistance awards if it already provided the information through SAM because it was required to do so under Federal procurement contracts that the Recipient was awarded.

E. Reporting Frequency. During any period of time when the Recipient is subject to the requirement in paragraph a of this condition, it must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding that it has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about criminal, civil, and administrative proceedings.

F. Definitions. For purposes of this condition:

1. "Administrative proceeding" means a nonjudicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. "Conviction," for purposes of this condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes
 - a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

22. WASTE, FRAUD, AND ABUSE: Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training entitled "Compliance with EDA CARES Act Program Requirements" and return the signed Certificate of Training Completion (page 38 of the training) to EDA within 60 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

23. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS: This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450 to which these Specific Award Conditions are attached. EDA requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-450 has agreed to be designated as lead recipient. The co-Recipients acknowledge, agree with and consent to this designation. The co-Recipients agree that all funds available pursuant to this Award will be disbursed by EDA to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from EDA to the co-Recipients in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient to the co-Recipients will be made in accordance with all applicable Federal requirements as identified and set forth on the Financial Assistance Award Form CD-450. The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to EDA pursuant to this Award.

24. ARCHAEOLOGICAL AND HISTORICAL RESOURCES: If during construction of the Project, historical and archaeological resources including human remains or artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the Michigan State Historic Preservation Officer (SHPO), the Miami Tribe of Oklahoma's Tribal Historic Preservation Officer, and EDA, and follow the instructions for the preservation of resources.

EXHIBIT B
MDOT TEDA Grant Agreement

See attached.

EXHIBIT C
Estimated Cost Share Budget

Exhibit C Eastern Market Estimated Cost Share Budget

Participating		Eastern Market Infrastructure Improvement - EDA Funding Overview <i>St. Aubin, Illinois, Superior, Riopelle</i>	
	Description	Amount	
A	EDA	\$	2,557,950.05
B	DPW Match	\$	336,360.51
C	MDOT TEDA match via COD	\$	303,127.00
	Participating Subtotal	\$	3,197,437.56

Nonparticipating		Additional DPW Project Costs	
	Construction - Erksine, St. Aubin (Superior to Canfield)	\$	1,131,587.60
	Design - Erksine, St. Aubin (Superior to Canfield)	\$	26,250.00
	CE&I - Erksine, St. Aubin (Superior to Canfield)	\$	169,738.14
	Revised estimate for St. Aubin, Illinois, Superior, Riopelle - Construction, CE&I, Contingency	\$	461,257.96
D	Nonparticipating Subtotal	\$	1,788,833.70

Total estimated Amount DPW will transfer to DBRA (B+C+D)	\$	2,428,321.21
---	-----------	---------------------

TOTAL Project Cost	\$	4,986,271.26
---------------------------	-----------	---------------------

*DPW will also transfer additional funds if required for cost overruns for the Project as defined in the Agreement

EXHIBIT D Estimated Total Project Budget

FUNDING SOURCE			Exhibit D Eastern Market Estimated Total Project Budget							
EDA Grant	MDOT Grant	DPW add-on	PARTICIPATING (Grant Funded + DPW Match)							
			Street Name	From	To	MDOT Portion of Participating	Non-MDOT Portion of Participating	Total Participating	Non- Participating (every thing per the Estimate)	Total
x	x		St. Aubin (Resurface)	Mack	Superior	\$ 303,127.00	\$ 165,361.09	\$ 468,488.09	\$ -	\$ 468,488.09
x			Superior (Reconstruct)	St Aubin	Dequindre Railway	\$ -	\$ 669,394.89	\$ 669,394.89	\$ -	\$ 669,394.89
x			Illinois (Reconstruct)	St Aubin	Dequindre Railway	\$ -	\$ 679,492.44	\$ 679,492.44	\$ -	\$ 679,492.44
x			Riopelle (Resurface)	Mack	Eliott	\$ -	\$ 174,013.90	\$ 174,013.90	\$ -	\$ 174,013.90
x			Riopelle (Reconstruct)	Eliot	Erskine	\$ -	\$ 889,045.13	\$ 889,045.14	\$ -	\$ 889,045.14
x			Riopelle (Resurface)	Erskine	Wilkins	\$ -	\$ 317,003.10	\$ 317,003.10	\$ -	\$ 317,003.10
			Sub-Total			\$ 303,127.00	\$ 2,894,310.55	\$ 3,197,437.56	\$ -	\$ 3,197,437.56

NON-PARTICIPATING (DPW Funded Only)								
Street Name	From	To	MDOT Portion of Participating	Non-MDOT Portion of Participating	Total Participating	Non- Participating (every thing per the Estimate)	Total	
	x	St. Aubin (Resurface)	Superior	Canfield	\$ -	\$ -	\$ 229,689.29	\$ 229,689.29
	x	Erskine (Resurface)	Russell	Riopelle	\$ -	\$ -	\$ 416,169.25	\$ 416,169.25
	x	Erskine ((Resurface, widening)	Riopelle	Orleans	\$ -	\$ -	\$ 681,717.20	\$ 681,717.20
			Sub-Total		\$ -	\$ -	\$ 1,327,575.74	\$ 1,327,575.74

Revised estimate for St. Aubin, Illinois, Superior, Riopelle - Construction, CE&I, Contingency	\$ 461,257.96
Total Project Cost	\$ 4,986,271.26

*All costs are based on estimates and DPW will also transfer additional funds if required for cost overruns for the Project as defined in the Agreement

*CE&I + Design Costs built into estimates

*Costs for certain line items may increase or decrease as the project is implemented