



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: January 23, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Kurt Bovensiep, Public Works Director

Subject: Michigan Department of Transportation Maintenance Agreement for I-75 and Big Beaver Landscape Improvements (Introduced by: Kurt Bovensiep, Public Works Director)



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### **History**

Michigan law (PA 197 of 1975) provides local governments with a unique tool to encourage the revitalization of downtowns and business districts. A Downtown Development Authority or DDA may be established by a city, village, or township to capture a portion of taxes generated within the identified business district. Those funds may then be used to construct or improve streets, plazas, pedestrian malls, bridges, parks, parking facilities, recreational facilities, and utilities.

The Troy Downtown Development Authority (DDA) was established in the City of Troy in 1993 to engage in long-range planning for the downtown area. Several improvements to the 3.5-mile-long corridor have been successfully accomplished since its creation, which include the construction of the Somerset North Parking Deck, the Troy Community Center, widening of Big Beaver, various infrastructure improvements, and upgraded street lighting and landscaping.

In January of 2022 the Troy Downtown Development Authority approved a contract with OHM Advisors to begin efforts to redesign landscaping in the district. The process began by studying the necessary improvements to the Troy Downtown Development Authority District, specifically to publicly owned property, in efforts to improve placemaking, beautification, enhanced mobility and connectivity, and the associated components.

The final conceptual design and theme provided by OHM Advisors was presented to the Troy Downtown Development Authority Board for discussion on September 26, 2022. The discussion provided consensus to move forward with the official adoption of the conceptual design at the October 19, 2022 regularly scheduled meeting.

On October 19, 2022, the Troy Downtown Development Authority approved a contract with OHM Advisors to complete preliminary design and engineering, final design and engineering, and bidding assistance.

In May, 2023, the project was released for proposals. Two proposals were received and both were significantly over budget. Both the City of Troy and OHM Advisors reached out to both vendors and perspective vendors that did not submit a proposal to determine why there was a limited number of



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submitted proposals and why the cost was substantially higher than the cost estimates. Project timing and completion schedule was identified as the main reason for the limited number of submitted proposals. In response, the City of Troy and OHM Advisors worked to eliminate some of the features that were least impactful to the project with higher costs. A new proposal package was released in October of 2023 that reflected these changes.

On October 16, 2023, the City of Troy released an opportunity for interested vendors to submit a Request for Qualifications and Proposal to construct the landscaping improvements within the DDA at I-75 and Big Beaver. Five (5) proposal responses were received. Proposals were evaluated by City Management and the DDA Chair on qualifying conditions such as experience, staff credentials, knowledge, project approach, and positive references. Three consultants meeting all the necessary qualifications were then evaluated through an interview/presentation process and finally evaluated based on cost proposals. Warren Contractors & Development, Inc., of Shelby Township, MI, scored the highest.

OHM Advisors, of Livonia, MI, has successfully completed the second phase of the landscape redesign. In the Design Phase, OHM held steering committee meetings every three weeks, engaged in focus area designs, provided coordination of a full corridor plan, developed a maintenance strategy, developed opinions of probable costs, developed project phases, coordinated with other public agencies, finalized a design package, and performed a video flyover of the corridor. Since OHM Advisors is most familiar with the project, the firm has been designated as the most qualified for the construction administration of the project.

The Troy Downtown Development Authority and the Troy City Council approved the 2024 Budget that includes \$3 million for construction and approved \$1 million in the 2025 budget as part of the three-year budget.

On January 17, 2024, The Troy Downtown Development Authority Board approved a contract award for the I-75/Big Beaver landscape improvements to Warren Contractors & Development, Inc., of Shelby Township, MI, for an amount not to exceed \$3,467,058.02 with an additional contingency amount of \$150,000 but not to exceed budgetary limitations. The board also approved a contract with *OHM Advisors, of Livonia, MI*, for Construction Administration, Construction Observation, Construction Layout, and Field Testing for an estimated total cost of \$375,500 but not to exceed budgetary limitations.

The areas of improvement are highlighted in the attached map and conceptual design images. Since these areas of improvement are within the Michigan Department of Transportation (MDOT) Rights-of-Way (ROW) a maintenance agreement is required to ensure the City of Troy, rather than MDOT, remains responsible for the enhancements. Because the DDA expires and does not have a certain renewal, MDOT requires the City of Troy be responsible for the enhancements and not the DDA.

### **Recommendation**

City Administration recommends approving the Maintenance Agreement with the Michigan Department of Transportation, which will require the City of Troy be responsible for the maintenance of the enhancements installed by the Troy Downtown Development Authority.



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## **CITY COUNCIL AGENDA ITEM**

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

PERMIT  
SPECIAL TRUNKLINE  
MAINTENANCE

DA  
Control Section 63174  
Permit Reference Number 92804  
Contract 23-5270

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of construction improvements installed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of landscaping, stone embankment walls, brick paver, decorative lighting, and irrigation system within the trunkline roadway limited access right-of-way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Landscaping, stone embankment wall, brick paver, decorative lighting, and irrigation system installation work located within the diverging diamond interchange of Highway I-75 and Big Beaver Road, including sidewalk construction, seeding, tree and plant installation, and mulch installation work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT 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 AGENCY will construct the PROJECT at no cost to the DEPARTMENT.

2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 92804.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT 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. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Oakland Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.
- D. The AGENCY agrees to perform, or cause to be performed, at no cost to the DEPARTMENT, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with the DEPARTMENT'S Standard Specifications for

Construction. The AGENCY shall maintain all plantings following completion of said period of establishment.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive 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.

13. 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 AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, 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 TROY

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

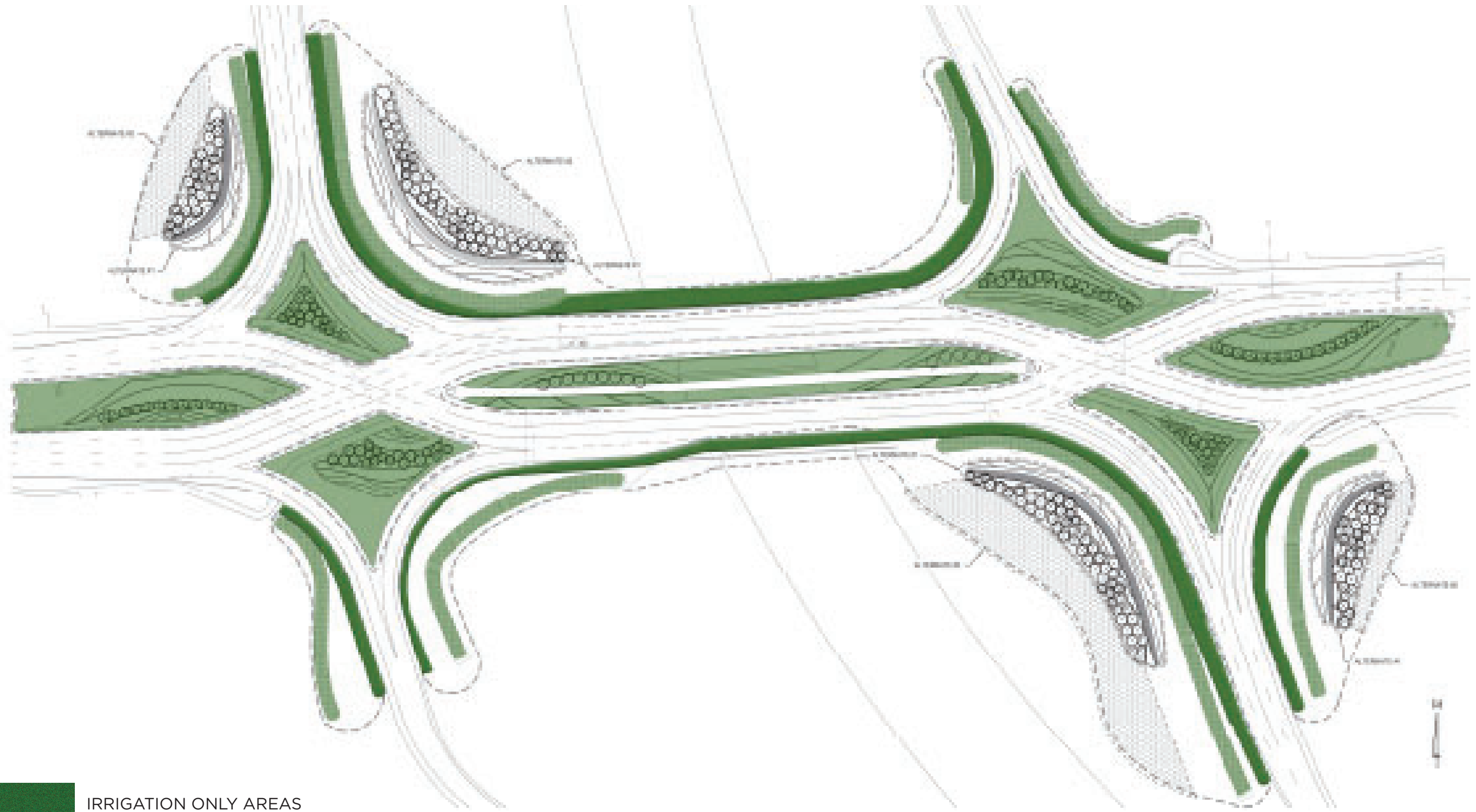
By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title







 IRRIGATION ONLY AREAS

 FULL SCOPE AREAS

▶ **STONE MATERIALS | CHARACTER IMAGES**

# TROY DDI BIG BEAVER STREETSCAPE | TROY, MICHIGAN

JANUARY 2024



**DDI Design**

**Inbound Perspective**





**DDI Design**

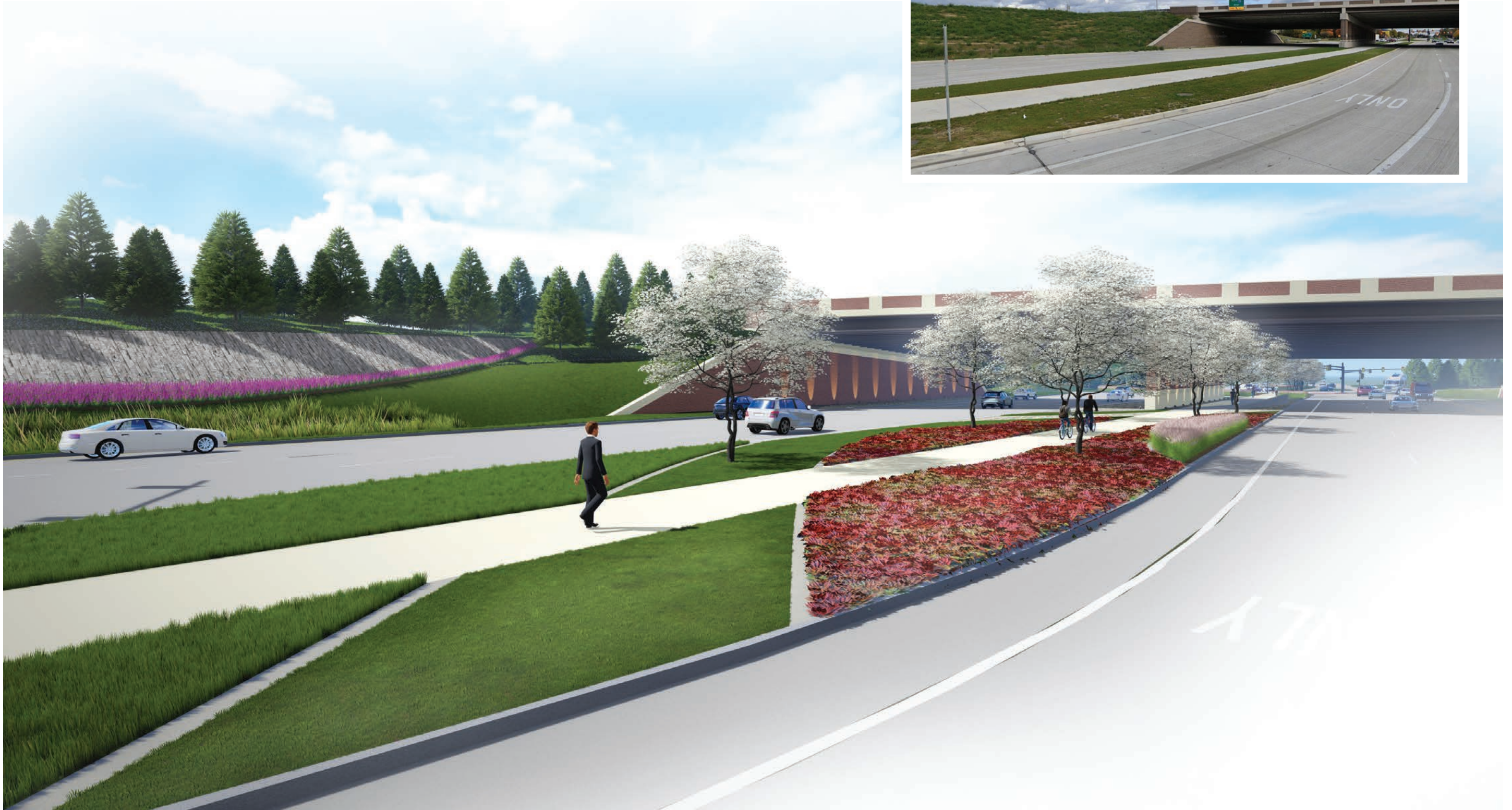
**East Big Beaver Perspective**





**DDI Design**

**Median Perspective**





**DDI Design**

**East Big Beaver Plan**





**DDI Design**

**Underpass Rendering**

