

DWSD Green Stormwater Infrastructure Capital Partnership Program

Agreement

This Capital Partnership Agreement (“Agreement”) is made and entered into as of _____, 2018, by and between the City of Detroit (the “City”), acting through the Detroit Water and Sewerage Department (“DWSD”), having an office at 735 Randolph, Detroit, MI 48226, and _____, the property owner (the “Awardee”) of the property located at _____ (“Premises”).

RECITALS

WHEREAS, the DWSD established the Green Stormwater Infrastructure Capital Partnership Program (“GSI CPP”) to allocate funding for qualified projects which use green infrastructure to manage stormwater runoff in the City of Detroit.

WHEREAS, this Agreement acknowledges that the Awardee submitted to DWSD a proposal to install and maintain a green infrastructure project within non-city owned property, and DWSD has determined that the Awardee’s proposal will meet the GSI CPP goals and provide significant benefit to the City and has selected the Awardee’s proposal for this purpose.

NOW, THEREFORE, the parties, in consideration of the mutual agreements contained herein, agree as follows:

After DWSD has accepted a Final Design and this Agreement is executed and returned to DWSD, DWSD will issue a Notice to Proceed letter. This Agreement shall be effective when the Notice to Proceed letter is issued and shall remain in effect for a period of two (2) years from the date of the Notice to Proceed letter. This Agreement may be extended in writing upon approval by DWSD.

GENERAL OBLIGATIONS:

1. Awardee shall install and maintain a [insert general description of the project] (the “Project”) in accordance with the more and as more fully described in the scope of work attached as Appendix # (“Scope of Work”) and with the maintenance plan (“Maintenance Plan”) attached as Appendix #.
2. Awardee shall comply with all provisions in the General Requirements, Appendix # attached to this Agreement.
3. Awardee shall conduct site investigations and submit designs to DWSD for review and acceptance in accordance with the instructions provided by DWSD at the time of announcement of selected Awardees. Said instructions, entitled “Awardee Guide” are hereby incorporated by reference.

4. Awardee shall submit a Site Safety Plan to DWSD prepared by a Licensed Professional prior to the issuance of a Notice to Proceed. All Awardee and contractor employees shall comply with all safety regulations governing the Site Safety Plan.
5. Awardee must obtain all necessary permits for construction and operations of the Project.
6. Awardee acknowledges that all plans and specifications shall be certified by a Professional Engineer, Registered Architect or Registered Landscape Architect currently licensed in the State of Michigan.

MAINTENANCE:

1. The maintenance period (“Maintenance Period”) shall begin and shall remain in effect for a period to be determined by DWSD, beginning on the date of the Final Acceptance Letter.
2. Awardee shall submit a Maintenance Plan at the time of the 90% design submittal, for review and acceptance by DWSD. The Maintenance Plan shall be for a period to be determined by DWSD and shall include all maintenance requirements including labor, equipment, materials, and frequencies, for the Maintenance Period.
3. Awardee agrees that during the Term of this Agreement and the Maintenance Period, it will maintain the Project and keep it in good repair with full functionality for its intended purpose. Moreover, Awardee shall ensure that the Project shall be kept free and clear of any and all obstructions that would impede the Project’s proper functioning.
4. Quarterly and yearly maintenance reports shall be submitted for a period of thirty-six (36) months from the issuance of the Final Acceptance Letter. These reports shall be submitted to DWSD in a previously agreed upon format and transmitted electronically in MS Word or MS Excel format.

DECLARATION OF RESTRICTIVE COVENANT:

1. A Declaration of Restrictive Covenant in the form provided to the Awardee by DWSD (the “Declaration”) shall be filed against such property with the Office of the Wayne County Register of Deeds. It shall be a condition of disbursement of any funds pursuant hereto that such Declaration of Restrictive Covenant shall have been recorded against the Property and evidence thereof shall have been provided to DWSD.

EASEMENT:

1. An Easement in the form provided to the Awardee by DWSD (the “Easement”) shall be filed against such property with the Office of the Wayne County Register of Deeds. It shall be a condition of disbursement of any funds pursuant hereto that such Easement shall have been recorded against the Property and evidence thereof shall have been provided to DWSD.

MONITORING:

1. If selected to receive funds for monitoring equipment and reporting, the “Monitoring Period” shall begin and remain in effect for a period as determined by DWSD. Awardee

shall submit a monitoring protocol, at the time of the 90% design submittal, for review and acceptance by DWSD. This protocol shall include procedures for recording Project monitoring data on the monitoring database and submission of reports is the responsibility of the Awardee.

INVOICING AND REIMBURSEMENT:

1. DWSD shall remit to Awardee an amount not to exceed fifty thousand (50,000) dollars (“Grant Award”) in full consideration for the satisfactory completion of the Project. The Grant Award shall be on a reimbursement basis.
2. Awardees shall submit invoices to DWSD for review and acceptance in accordance with the instructions provided by DWSD at the time of announcement of selected Awardees.
3. Funding provided pursuant to this Agreement shall be used only to pay third-party vendors for eligible capital expenses. Funds shall not be used to pay or reimburse Awardee for its internal costs, including but not limited to its employee salaries, overhead or any form of administrative fees.
4. Invoices must include eligible costs and expenses where monies have been paid to third parties.
5. All payments shall be made to the Awardee unless the Awardee provides to DWSD a valid assignment which authorizes a third-party contractor to receive payment under this Agreement.
6. Requests for advance payments will not be approved.
7. DWSD shall only reimburse Awardee for payments that, in DWSD’s sole discretion, are for the construction or reconstruction of a capital asset under generally accepted accounting principles and are eligible for payment with City capital funds, pursuant to all laws, regulations, and directive governing the payment of such funds.

PROJECT CLOSE-OUT:

1. Awardee shall provide a Certification of Construction Completion at the close of the Project stating that the Project was built in accordance with accepted plans and specifications.
2. DWSD shall issue a Final Acceptance Letter after the Project has been inspected and the final As-Built records have been submitted by the Awardee.
3. DWSD will not reimburse the last invoice until the Final Acceptance Letter has been issued.

PRESS AND NOTICES:

1. The Awardee and its officers, officers, employees, and agents shall indicate in any statements to the press or in any materials for publication in any media of communication (print, news, television, radio, Internet, etc.) that the Project was funded in part by DWSD as part of the CPP.

2. All notices to be sent in accordance with this Agreements shall be sent to the following addresses:

If to DWSD:

735 Randolph St.
Detroit, MI 48226

If to Awardee:

In WITNESS THEREOF, the individuals listed below are authorized to sign and execute this Agreement between their respective Agencies and Organizations, on the date appearing below their respective signatures.

The City of Detroit Water and Sewerage Department

By: _____

Title: _____

AWARDEE

By: _____

Title: _____

Approved as to Form:

DWSD General Counsel