



Plymouth Downtown Development Authority Meeting Agenda

May 13, 2024 7:00 p.m.

Plymouth City Hall & Online Zoom Webinar

Plymouth Downtown Development Authority
831 Penniman
Plymouth, Michigan 48170

www.downtownplymouth.org
Phone 734-455-1453
Fax 734-459-5792

Join Zoom Webinar: <https://us02web.zoom.us/j/83298630952>

Webinar ID: 832 9863 0952

Passcode: 757100

1) CALL TO ORDER

*Kerri Pollard, Chairperson
Richard Matsu, Vice Chairperson
Suzi Deal, Mayor
Ellen Elliott
Jennifer Frey
Brian Harris
Dan Johnson
Shannon Perry
Ed Saenz
Paul Salloum*

2) CITIZENS COMMENTS

3) APPROVAL OF AGENDA

4) APPROVAL OF MEETING MINUTES

A. April 8, 2024 Regular Meeting Minutes

5) BOARD COMMENTS

6) OLD BUSINESS

A. Five-Year Action Plan Update

7) NEW BUSINESS

- A. Central Parking Deck Engineer Life Cycle Report**
- B. 2024 Central Parking Deck Restoration Project**

8) REPORTS AND CORRESPONDENCE

A. 2024 Music in the Air Concert Schedule

9) ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Board, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m. -4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan

“The government in this community is small and accessible to all concerned.”

-Plymouth Mayor Joe Bida
November 1977



Plymouth Downtown Development Authority

Regular Meeting Minutes

Monday, April 8, 2024 - 7:00 p.m.

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

1. CALL TO ORDER

Chair Kerri Pollard called the meeting to order at 7:00 p.m.

Present: Chair Pollard, Vice Chair Richard Matsu, Mayor Suzi Deal, Members Ellen Elliott, Jennifer Frey, Shannon Perry, Ed Saenz, Paul Salloum

Excused: Members Dan Johnson and Brian Harris

Also present: Economic Development Director John Buzuvis and DDA Director Sam Plymale

2. CITIZENS COMMENTS

There were no citizen comments.

3. APPROVAL OF AGENDA

Deal offered a motion, seconded by Frey, to approve the agenda for Monday, April 8, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF MEETING MINUTES

Deal offered a motion, seconded by Perry, to approve the meeting minutes for March 11, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. BOARD COMMENTS

Pollard noted that Plymale would be speaking about events at a SEMCOG meeting.

6. OLD BUSINESS

a. Main and Church St. Intersection Upgrades

The following resolution was offered by Elliott and seconded by Frey.

WHEREAS The DDA Board of Directors identified three Downtown Plymouth intersections as Downtown Plymouth intersections as needing safety improvements in the current five-year strategic action plan including Harvey/Penniman, Harvey/Ann Arbor Trail and Main/Church; and

WHEREAS The DDA Board and City Commission agreed to a 50/50 cost share on both the Harvey/Penniman and Harvey/Ann Arbor Trail intersection improvements in 2021; and

- WHEREAS The DDA Board identified the need for more information from the City Engineer prior further discussion on the project; and
- WHEREAS Due to delays in approval and the lengthy lead time on the project, the City Commission did not approve the project for 2024; and
- WHEREAS The City administration plans to recommend the project as part of the 2025 Infrastructure projects.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth DDA Board of Directors formally delay any further discussion on the project until a later date in 2024, to be determined at a future time.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

7. NEW BUSINESS

a. 2024 DDA Strategic Planning Session – Sally Elmiger

Planning Consultant Sally Elmiger reviewed the City Commission's one-year tasks that pertain to the Downtown, including Sustainable Infrastructure and Attractive Livable Community. She also reviewed the 2018 Master Plan and its goals for parking, as well as the Planning Commission's 2023 goals.

She then reviewed the DDA's 2020 Strategic Plan and the status of the goals in the document, along with the Kellogg Park Master Plan and the DDA's 2020 Master Plan.

DDA members were asked to generate ideas, regarding parking, pedestrian safety, Kellogg Park, and supporting businesses, which were the main goal areas in the 2020 plan. They added streetscape as a goal area.

Warren, spouse of the owner of Bella Mia, said different businesses have different needs, and that events in downtown impact them differently. He suggested a replacement schedule for trees in the downtown and suggested contacting Michigan State University for instructions on how to keep the grass growing in Kellogg Park.

After generating ideas, board members were asked to prioritize the ideas. Elmiger then said she would compile the results and write a report.

8. REPORTS AND CORRESPONDENCE

The DDA draft budget report was given to board members.

Deal reminded the group that money would be available for the Main/Church intersection upgrades next summer.

Pollard introduced DDA Administrative Assistant Reiko Misumi Schelm to the group.

9. ADJOURNMENT

Perry offered a motion, seconded by Frey, to adjourn the meeting at 8:45 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

DRAFT

2020-2024 Five-Year Action Plan

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 05/10/2024
Improve Parking	**Top Priority** Improve condition, aesthetics and/or functionality of existing parking lots by: <ul style="list-style-type: none"> - Resurfacing existing lots that are in need (such as Liberty/Penniman lot and lot at Harvey/Wing); consider lot re-configuration to improve flow, street edge and pedestrian connections as part of projects. - Designing parking lot at Saxton's site. 	DDA Staff/ DDA Board	Short-term		Saxton's Municipal Lot is complete. EV charging stations are operational and being utilized. Light poles installed in late December. 4 out of 5 benches installed; 3 of 5 memorialized with plaques. Engineer was on-site on March 7, 2024 for annual inspection of the Central Parking Deck. Report and next steps expected at May DDA Board meeting.
	Finance parking lot maintenance and improvements via a paid parking system. Includes demolition/reconstruction of parking deck. -Decide on a direction for paid parking.	DDA Staff/ DDA Board	Short- to Mid-term		Informational meetings held in 2023. Paid Parking not part of the City's 2024 Strategic Plan tasks.
	Maximize number of parking spaces.	DDA Staff	Short- to Long-term		City Commission approved Outdoor Dining Policy at October 6, 2023 meeting. It is anticipated that additional restaurants will use adjacent parking spaces for platform patio extensions. "Review opportunities for additional parking spaces" added to the City's 2024 One Year Tasks.
Improve Pedestrian Safety	**Top Priority** Improve pedestrian crossings for safety (also goal of DDA Infrastructure Plan), alerting cars that a pedestrian is in crosswalk, specifically: <ul style="list-style-type: none"> - At Penniman/Harvey, Harvey/AA Trail, and Main/Church St. intersections (coordinate with City Commission). - Increase size of waiting area at crossings. - Add alert system for cars as pedestrians enter walkways, especially at midblock crossings such as Main St. between AA Trail and Penniman, or on AA Trail @ Forest. Alerts could include pedestrian-activated flashing lights; however, a system with flashing lights may not be appropriate downtown. -Identify locations for additional bike racks. 	City Commission/ DDA Board	Short-term		Upgrades to the Main/Church intersection are expected to be a part of the City's 2025 Infrastructure Plan. Additional bike racks planned in 2024 at Deer/Ann Arbor Trail and on Union near UBS and other strategic locations. Pedestrian signal installation at Main Street crosswalk and Forest and Ann Arbor Trail crosswalk installed in 2022.
	Maintain sidewalks for safety, making them pedestrian-friendly by: <ul style="list-style-type: none"> - Repairing concrete where needed. - Replacing tree grates (either overall or where needed). - Maintaining/updating pavers. - Extending sidewalks where needed. 	DDA Staff	Short-term		Landscaper completing brick repairs around overgrown trees and mulch in tree grate areas in early April. Any additional major repairs including tree replacement, grates, planters, brickscape and/or sidewalk will be part of a future streetscape upgrade project identified in the City's 2024 strategic plan tasks.

2020-2024 Five-Year Action Plan

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 05/10/2024
	Plant trees (also goal of DDA Infrastructure Plan) along sidewalks; replace trees in poor condition as identified; investigate organizations (Keep Plymouth Leafy) that supply/plant trees.	City Commission/ DDA Board	Mid-term		New trees planted at new Saxton's municipal lot at Ann Arbor Trail and Deer. Additional tree replacement would be part of a future streetscape plan.
	Improve street and alley lighting for safety; determine decorative lighting style for alleys (ex. illuminating artwork).	DDA Board/ DDA Staff	Mid- to Long-term		Next round of Holiday Tree Light repairs to be addressed in July. Central Parking Deck lighting upgrades completed in 2023.
	Improve alley "ambiance" via artwork to enhance appearance. Potential locations include DDA office alley, alley around parking structure, alley between theater & gathering area, and by St. Joe's (near Subway).	DDA Board	Short-term		Plymouth Art Walk has been installed in all Phase 2 locations. DDA Staff has created and distributed brochures on the Art Walk. Staff has had preliminary discussion with Tony Roko on possible Phase 3, additional funding will be needed.
Kellogg Park	Install the new fountain.	DDA Staff	Short-term		COMPLETED
	Top Priority Implement Kellogg Park Master Plan by: - Prioritizing action items identified in Goal Setting Session (12/14/2020) - Identifying potential funding sources and priority short-term action items. - Recommending City Commission adopt Kellogg Park Master Plan as an amendment to the Plymouth Five-Year Parks and Recreation Master Plan. - Submitting grant application to MDNR to implement top action-item priorities of Kellogg Park Master Plan.	City Commission/ DDA Board	Short to Long-term		City IT staff working on upgrading camera system in Central Parking Deck, Kellogg Park and surrounding areas with completion expected in early 2024. New holiday decorations needed. Staff looking at 2024 funding options with potential partnerships with Plymouth Community Arts Council and Plymouth Chamber of Commerce.
Businesses	**Top Priority** Rethink café/outdoor dining policy to include: - Closing some streets. - Creating woonerf on Penniman (in front of theater). - Creating semi-permanent dining extension into parallel parking spaces.* - Expanding entertainment opportunities in Kellogg Park and throughout downtown. - Creating "Social District" for common outdoor liquor sales. - Reaching decision on outdoor dining plan and considering "parklets". *Approved by City Commission starting in April and extending through 2021.	City Commission/ DDA Board	Short-term		City Commission approved new Outdoor Dining Policy at 10/6/2023 City Commission Meeting. New policy will allow restaurants to extend outdoor dining into adjacent parking spaces through 2028. Per the policy patio construction is allowed to take place in March and use of patios can begin on April 1st. DDA and Chamber of Commerce staff have decided that there will be no Saturday Scenes program for 2024 due to lack of sponsors.
	Expand use of technology.	DDA Board	Short- to Mid-term		Four EV charging stations being utilized at new Saxton's lot.

2020-2024 Five-Year Action Plan

Goal	Task	Responsible Party	Timeframe	Funding Source	Status Update 05/10/2024
Support B	Engage with businesses to create artwork throughout the DDA.	DDA Board/ DDA Staff	Short-term		Staff has had some preliminary discussion on a third phase of the Plymouth Artwalk.
	Attract new businesses and engage with existing businesses.	DDA Board/ DDA Staff	Short- to Long-term		DDA Staff has started work on updating the Downtown Plymouth walking maps and informational kiosks. DDA partnered with Plymouth Today on new Downtown Plymouth Retail and Restaurant guide that was distributed in April's Plymouth Today magazine that gets mailed to 99% of Plymouth and Plymouth Township residents. Guides also distrubuted to strategic locals in DTP.



Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2024\May 2024
Date: 05/13/2024
Re: Central Parking Deck Engineering Life Cycle Analysis

The Plymouth DDA is responsible for the maintenance and upkeep of the Central Parking Deck located in the heart of Downtown Plymouth. In addition, the Plymouth City Commission has added "complete parking deck engineering review" to its one-year tasks on their 2024 Strategic Plan.

At the February 2024 DDA Board Meeting, the DDA Board approved the creation of a longevity assessment report for the Central Parking Deck to be constructed by the DDA's parking deck engineer from Fishbeck. The report was to include updated numbers to the maintenance schedule and other information about the potential life span of Downtown Plymouth's Central Parking Deck. The report is attached for your reference.

In addition, DDA staff has included a report of the last 10 years of construction and engineering costs for the Central Parking Deck. Those costs are based on fiscal years and don't exactly reflect the costs of specific projects, as some projects occurred over two separate fiscal years. This report should act as an approximate guide of past spending on the deck over the past decade.

DDA staff has also included the original maintenance schedule that Fishbeck created in 2017. The engineer used this document from 2017 as a guide to update the numbers for the new longevity assessment report. The report from 2017 has itemized details of potential future repairs. Remember that repair items in this report are just a probable guide, annual engineer assessments ultimately decide the needed annual repairs. Numbers in the new report are updated for increases in the cost of labor and materials, and also for the likely increase in needed repairs due to the age of the deck and recent assessments.

Fishbeck Engineer Jeannette Grzeskowiak is expected to present her report in person at the May 13, 2024 DDA Board Meeting and can answer any questions you may have at that time.

No action is needed on this item, as this report is intended to be a guiding document for future planning, budgeting and long-term decision making.

2017 Probable Construction Cost Estimates

Work Item	Work Item Description	TOTAL COST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
CONCRETE REPAIRS																							
C1	Concrete Topping Repair	\$ 97,000	\$ 10,000			\$ 7,500			\$ 9,500			\$ 12,000			\$ 15,000			\$ 19,000			\$ 24,000		
C2	Full Depth Repair	\$ 93,900	\$ 7,500			\$ 7,500			\$ 9,800			\$ 12,000			\$ 15,000			\$ 18,800			\$ 23,300		
C3	Tee Flange Repair	\$ 459,200	\$ 72,300			\$ 34,000			\$ 42,500			\$ 53,600			\$ 67,200			\$ 84,200			\$ 105,400		
C4	Tee Stem Repair	\$ 34,500	\$ 3,000			\$ 1,500			\$ 3,000			\$ 4,500			\$ 6,000			\$ 7,500			\$ 9,000		
C5	Wall Repair	\$ 23,000	\$ 2,000			\$ 1,000			\$ 2,000			\$ 3,000			\$ 4,000			\$ 5,000			\$ 6,000		
C6	Column Repair	\$ 262,100	\$ 23,000			\$ 21,300			\$ 26,400			\$ 33,200			\$ 41,700			\$ 51,900			\$ 64,600		
C7	Column Haunch Repair	\$ 9,000	\$ 3,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000		
C8	Beam Repair	\$ 267,200	\$ 28,100			\$ 21,300			\$ 26,400			\$ 33,200			\$ 41,700			\$ 51,900			\$ 64,600		
C9	Curb Repair	\$ 6,000	\$ 500			\$ 500			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000		
C10	Asphalt Repair	\$ 33,700	\$ 3,700			\$ 2,500			\$ 3,500			\$ 4,500			\$ 5,500			\$ 6,500			\$ 7,500		
C11	Tee-to-Tee Connector Repair	\$ 36,100	\$ 15,000			\$ 800			\$ 1,500			\$ 1,500			\$ 15,000			\$ 800			\$ 1,500		
WATERPROOFING REPAIRS*																							
W1	Rout and Seal Cracks	\$ 7,300	\$ 1,300			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000			\$ 1,000		
W2	Seal Asphalt Cracks	\$ 6,300	\$ 900			\$ 900			\$ 900			\$ 900			\$ 900			\$ 900			\$ 900		
W3	Remove & Replace Joint Sealant	\$ 73,000	\$ 31,500						\$ 2,500			\$ 5,000			\$ 31,500			\$ 900			\$ 2,500		
W4	Remove & Replace Cove Sealant - Silicone	\$ 4,900	\$ 500						\$ 1,700			\$ 1,700			\$ 1,700			\$ 1,700			\$ 1,700		
W5	Remove & Replace Cove Sealant - Urethane	\$ 17,400	\$ 7,500						\$ 800			\$ 800			\$ 7,500						\$ 800		
W6	Repair Expansion Joint Nosing	\$ 2,500	\$ 500						\$ 500			\$ 500						\$ 500			\$ 500		
W7	Remove & Replace Precompressed Foam Expansion Joint	\$ 3,200	\$ 800			\$ 800									\$ 1,600								
W7a	Remove & Replace Winged Expansion Joint	\$ 36,000				\$ 18,000									\$ 18,000								
W8	Deck Coating Base Coat at Concrete Repairs and Worn Areas	\$ 33,800	\$ 11,300						\$ 7,500						\$ 7,500						\$ 7,500		
W8a	Deck Coating Repair (Full System)	\$ 16,000				\$ 1,400			\$ 1,800			\$ 2,200			\$ 2,700			\$ 3,500			\$ 4,400		
W9	Deck Coating Recoat	\$ 480,000	\$ 120,000						\$ 120,000						\$ 120,000						\$ 120,000		
STAIRS																							
S1	Clean and Paint Steel Stairs - East Stair	\$ 6,000	\$ 1,500						\$ 1,500						\$ 1,500						\$ 1,500		
S2	Miscellaneous Steel Repairs	\$ 6,000	\$ 1,500						\$ 1,500						\$ 1,500						\$ 1,500		
ELECTRICAL																							
E1	Replace Light Lens	\$ 500	\$ 500			\$ 2,000						\$ 2,000						\$ 2,000			\$ 2,000		
E2	Miscellaneous Electrical Repairs	\$ 12,000																					
MECHANICAL																							
M1	Unplug Drain	\$ 500	\$ 500									\$ 2,000									\$ 2,000		
M2	Miscellaneous Mechanical Repairs	\$ 12,000				\$ 2,000			\$ 2,000			\$ 2,000			\$ 2,000			\$ 2,000			\$ 2,000		
MISCELLANEOUS																							
M11	Clean and Paint Shear Transfer Angles	\$ 30,400	\$ 7,600						\$ 7,600						\$ 7,600						\$ 7,600		
M12	Clean and Paint Miscellaneous Precast Connections	\$ 4,900	\$ 1,000						\$ 1,300			\$ 1,300			\$ 1,300						\$ 1,300		
M13	Replace Broken Wheelstops	\$ 4,900	\$ 1,000						\$ 1,300						\$ 1,300						\$ 1,300		
M14	Pavement Markings	\$ 15,000	\$ 3,000						\$ 3,000			\$ 3,000			\$ 3,000						\$ 3,000		
OPTIONAL																							
O1	Lighting System Upgrade	\$ 144,000																					
O2	Remove & Replace Asphalt at Level 1	\$ 135,000										\$ 135,000											
CONSTRUCTION COST SUBTOTAL																							
CONTRACTOR MOBILIZATION AND GENERAL CONDITIONS (15%)																							
TOTAL PROBABLE CONSTRUCTION COST																							
CONSTRUCTION CONTINGENCY (10%)																							
TOTAL PROBABLE CONSTRUCTION BUDGET																							

NOTES:
1. Totals in 2017 dollars (no increase for inflation)
2. Costs do not include soft costs for engineering or testing



ADMINISTRATIVE RECOMMENDATION

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2024\May2024
Date: 5/9/2024
Re: 2024 Central Parking Deck Maintenance

BACKGROUND:

The Downtown Development Authority is responsible for the annual and long-term maintenance of the Central Parking Deck, which includes all scheduled and emergency repairs. Every three to five years, a major restoration project is needed. The next major renovation project is expected in 2026. Although a major restoration project is not needed in 2024, the engineer does annual inspections to assess the condition of the Central Parking Deck each spring, and often minor repairs are needed annually.

At the February 8 DDA Board Meeting, the DDA Board authorized engineer Fishbeck to conduct the annual inspection. Upon this annual review in March, Fishbeck engineer Jeannette Grzeskowiak noted needed drainage work on the pedestrian bridge drains that connect to the Fleet Street storm sewer, additional floor drains near the eastern stairwell, repair of two additional drainage lines, and repair of two bearing ends of precast concrete double tee stems. Fishbeck estimates construction costs for the anticipated 2024 project at approximately \$100,000, with an estimated \$2,500 of material testing, and an additional \$20,000 contingency. Of course, actual construction costs will not be known until after the bidding process takes place.

Proposed engineering costs for the project are \$38,500. The scope of engineering services includes creation of construction documents, management of the bidding process, construction administration and observation, and general project management.

Assuming an approval tonight for engineering services, construction documents would be designed in May, the bidding process to take place in June, the construction contract would be awarded at the July DDA Board meeting, and construction would begin after Art in the Park in late July.

RECOMMENDATION:

DDA staff is recommending approving a \$38,500 contract with Fishbeck of Grand Rapids, Michigan, for management of the 2024 Central Parking Deck maintenance project. Scope of services include creation of construction documents, management of the bidding process including creation of bid documents, construction administration and observation, and general project management.

May 7, 2024

Sam Plymale
City of Plymouth Downtown Development Authority
831 Penniman Avenue
Plymouth, MI 48170

Proposal for Professional Engineering Services City of Plymouth Central Parking Structure – 2024 Repairs

Fishbeck is pleased to provide this proposal for design, bidding, and construction administration services for the City of Plymouth Central Parking Structure Restoration 2024 project. Below is our understanding of the project and scope of work.

Project Understanding

The two-level parking structure was constructed in 1983 and is located on Fleet Street in downtown Plymouth, Michigan. The structure consists of a slab-on-grade, one supported level of approximately 48,000 square feet, and a vehicular speed ramp. The structure utilizes a precast concrete structural system with a cast-in-place topping slab at the supported level. The structure features two stair towers and a pedestrian bridge with direct access to Main Street from the supported level.

Plymouth Downtown Development Authority (DDA) has requested a proposal from Fishbeck to prepare construction documents for repairs identified during our recent review, that includes restoration of underground drainage pipe from pedestrian bridge column to catch basin, installation of new supplemental floor drain and lines near the stair tower at the southwest corner of the structure, repair of two bearing ends of precast concrete double tee stems and replacement of two floor drainage lines. The DDA also requested Fishbeck's assistance with obtaining competitive bids from multiple contractors, and performing construction administration tasks to implement the prioritized repairs in 2024.

We understand that project budget is to include construction, engineering, and material testing costs plus an Owner's contingency. Our proposal is based on the anticipated project budget breakdown as shown below.

Description	Cost
Construction Cost (estimate)	\$100,000
Engineering (proposed)	\$38,500
Material Testing (estimate)	\$2,500
Owner's Contingency	\$20,000
Total Project Budget	\$161,000

Scope of Services

We propose to provide our engineering services in four separate tasks, with the following breakdown of services.

Task 1 – Construction Documents

1. Provide plan drawings that identify the scope of work and locate specific repair types.
2. Provide details for each specific type of repair.
3. Provide specifications to complete the work, including front end (Divisions 0 and 1) and technical specifications (recommended materials, preparation requirements, and installation requirements). We anticipate using Standard AIA General Conditions.
4. Provide a Bid Form with itemized work items.
5. Review appropriate construction controls with the Plymouth DDA, including phasing, work hours, etc.
6. Update the probable construction cost budget based on our construction documents, and re-prioritize repairs as required to maintain the Plymouth DDA budget.
7. Review the bid package with the Plymouth DDA before issuing to contractors.

Task 2 – Bidding

1. Provide electronic PDF format files of bid documents to the Plymouth DDA.
2. Distribute electronic PDF format files of bid documents to potential bidders. Our proposal does not include the cost of printing and distributing paper copies of bid documents to contractors.
3. Schedule, attend, and chair a pre-bid conference.
4. Be available to respond to contractors' questions, and if necessary, issue project addenda.
5. Evaluate contractor bids.
6. Provide comments and recommendations for the award of the contract, and virtually attend Plymouth DDA meeting for contractor approval if necessary.

Task 3 – Construction Administration (Office)

1. Review contractor submittals and pay requests.
2. Prepare change orders as necessary to document changes in the work based on field conditions.
3. Prepare, distribute, and update a punch list for construction contract.
4. General construction administrative services.

Task 4 – Construction Observation (Field)

1. Schedule, attend, and chair a pre-construction meeting and progress meetings as required.
2. Visit the construction site at intervals appropriate to the stage of construction to monitor progress and verify that, in general, the work complies with the intent of the documents. For each site visit, a report will be prepared and submitted. We anticipate eight site visits during construction (including the preconstruction meeting and punch list) based upon a 6-week construction schedule. Additional site visits may be performed on a time and expense basis.
3. Prepare a final punch list with the Plymouth DDA and contractor.

Schedule

Our proposal is based on the anticipated project schedule as shown below.

Task/Description	Start Date	End Date
DDA Board Meeting	May 13, 2024	May 13, 2024
Construction Documents	May 14, 2024	June 7, 2024
Owner Review	June 6, 2024	June 7, 2024
Bidding	June 13, 2024	June 25, 2024
DDA Board Meeting	July 8, 2024	July 8, 2024
Contract Award	July 9, 2024	July 19, 2024
Construction	July 22, 2024	August 30, 2024

Professional Services Fees

Our proposal for engineering services is based on a lump sum fee, plus reimbursable expenses, for the Construction Document and Bidding tasks. The Construction Administration/Observation tasks will be performed on an hourly fee plus reimbursable expenses basis. The following table summarizes our proposed fees and anticipated expenses:

Task	Description	Fishbeck Fees	Estimated Expenses
1	Construction Documents	\$16,600	\$250
2	Bidding	\$2,400	\$250
3	Construction Administration (Office)	\$9,000	\$0
4	Construction Observations (Field)	\$9,000	\$1,000
TOTAL		\$37,000	\$1,500

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Elyse Goudzwaard (egoudzwaard@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.457.8144 or jgrzeskowiak@fishbeck.com.

Sincerely,



Jeannette Grzeskowiak

Project Manager – Parking and Restoration

Attachments

By email

Professional Services Agreement

PROJECT NAME City of Plymouth Central Parking Structure – 2024 Repairs
FISHBECK CONTACT Jeannette Grzeskowiak
CLIENT City of Plymouth DDA
CLIENT CONTACT Sam Plydale
ADDRESS 831 Penniman Avenue, Plymouth, MI 48170

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional Engineering Services

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated May 7, 2024
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☒ **Other:** Our proposal is based on a lump sum fee, plus reimbursable expenses for the Construction Document and Bidding tasks. Construction Administration/Observation tasks will be performed on an hourly fee plus reimbursable expenses basis.

Budget for Above Scope of Services:

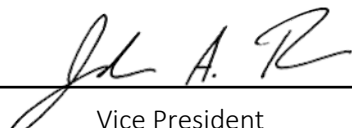
Task	Description	Fishbeck Fees	Estimated Expenses
1	Construction Documents	\$16,600	\$250
2	Bidding	\$2,400	\$250
3	Construction Administration (Office)	\$9,000	\$0
4	Construction Observations (Field)	\$9,000	\$1,000
TOTAL		\$37,000	\$1,500

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:
City of Plymouth DDA

BY: _____
TITLE: _____
DATE: _____

ACCEPTED FOR:
Fishbeck

BY:  _____
TITLE: Vice President
DATE: May 7, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

RESOLUTION

*The following resolution was offered by Director _____ and
seconded by Director _____*

- WHEREAS The upkeep of the Central Parking Deck is the responsibility of the Downtown Development Authority, and*
- WHEREAS The annual inspection of the Central Parking Deck revealed needed repairs in 2024, and*
- WHEREAS Jeannette Grzeskowiak and her team at Fishbeck are familiar with this parking structure, providing engineering analysis reports and construction documents for more than a decade, and.*

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth Downtown Development Authority Board of Directors does hereby authorize DDA Staff to contract with Fishbeck of Grand Rapids, MI, for creation of construction documents, management of the bidding process, construction administration and observation, and general project management for the 2024 Central Parking Deck Renovation Project in an amount not to exceed \$38,500 from Acct. No. 494.261.977.813.



Not Just a Walk in the Park

831 Penniman Ave. Plymouth MI 48170

Ph: 734.455.1453 Fax: 734.459.5792

Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2024\May2024
Date: 05/06/2024
Re: Music in the Air Concerts 2024

Over the past months, DDA staff have been working to organize for the 2024 season of Music in the Air Concerts. We look forward to beautiful Friday nights in Kellogg Park all summer.

Please find the lineup below:

Date	Theme	Band
May 24	Family Fun Night	Michael May & The Messarounds
May 31	90s Night	Big Shiny Toons
June 7	Family Fun Night	Theo Gridiron & Friends
June 14	80s Night	Sunset Blvd
June 21	Plymouth Dance Night	Killer Flamingos
June 28	"GT to Model T: Fabulous Fords" Car Show	ZANG
July 5	Family Independence Day Celebration	Steve King & The Dittilies
July 19	Plymouth Art Night	Kathleen Murray Band
July 26	Wally Donoghue Car Show	Power Play Detroit
Aug 2	First Responders "Touch A Truck Night"	The Dan Rafferty Band
Aug 9	Veterans Night	Geff Phillips & Friends
Aug 16	"Sports Cards in the Park" Car Show	Larry Lee & The Back in the Day Band
Aug 23	Family Fun Night	Lady Sunshine & The X Band
Aug 30	60s Night/USA Hockey	Magic Bus