

## MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 15 day of October 20<sup>20</sup>, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and BNA Constructors USA JV, a Contractor ("Owner") whose address is 1001 Springwells Ct., Detroit, Michigan 48209.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

- 1. Purpose of Agreement:** Owner holds title to a certain parcel described in Exhibit A attached hereto (the "Parcel"). City owns certain property adjacent to the Parcel. Inasmuch as persons entering or exiting from the Parcel may use the City-owned property, and/or to the extent that certain services benefiting the Parcel (for example, water and sewer) are located in the City-owned property, Owner has agreed to improve and maintain a portion of City-owned property in the location (the "Maintenance Area") and manner detailed in the plan attached as Exhibit B for the Term, as defined herein.
- 2. Financial Responsibility:** It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Owner, subject to any express limitations set forth in this Agreement.
- 3. Indemnification and Hold Harmless:** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
- 4. Insurance:** Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Owner upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226; Attention: Risk Management Division. Said coverage may

be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. Owner shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Owner to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Owner under this Agreement.

5. **Term:** The term of this Agreement (the "Term") shall commence on the date of this Agreement and continue for five (5) years thereafter unless terminated or extended pursuant to the following:
  - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City-owned property that encompasses the Maintenance Area and other adjacent City-owned property. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
  - b. Owner may terminate this Agreement prior to the end of the Term if it sells or ground leases the Parcel or grants a mortgage lien or security interest in the Parcel or portion thereof.
  - c. In the event a party elects to terminate this Agreement pursuant to Sections 5(a) or 5(b) above, such party shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
  - d. Following the five-year expiration (but not the early termination) of this Agreement, this Agreement shall automatically continue on month to month basis subject to final termination by either party upon delivery of at least thirty (30) days' written notice to the other party.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to or modification of this Agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Notwithstanding the aforesaid, Owner shall have the right, without requiring the City's consent to assign this Agreement to any purchaser of the Parcel or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Parcel, Owner shall notify the City in

writing no later than thirty (30) days after such assignment, and the City may, by written notice to Owner within forty-five (45) days after receiving such notice from Owner (subject to reasonable extension due to City Council recess), terminate this Agreement. Unless terminated as provided above, this Agreement shall be binding upon the parties' successors and assigns.

9. **Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.
10. **Rights of City:** The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.
11. **Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

BNA Constructors USA JV

a Contractor

BY: Pedro Jadraque Gago Digitally signed by Pedro Jadraque Gago  
Date: 2020.10.15 17:46:24 -04'00'

(Signature)

PRINT NAME: Pedro Jadraque

ITS: US Project Director

(Duly Authorized Representative)

CITY OF DETROIT, through its Department of Public Works - City Engineering Division

BY: 

(Signature)

PRINT NAME: Richard Doherty, P.E.

ITS: City Engineer

**Exhibit A**

PARCEL DESCRIPTION

This a City owned Gravel Access Road off of Springwells Ct. Approximately 30 ft wide Gravel Access Road runs between Detroit Parcel 1800043 to the north, and Parcels 18000044.016, 015, 014, and 010 to its south along the 90 ft wide City ROW corridor.

Notwithstanding anything to the contrary contained in the Agreement, Owner does not hold title to any parcel depicted or described in this Exhibit A to the Agreement. Instead, Owner is a contractor and licensee having the right to access and perform construction activities upon and adjacent to the lands depicted or described in this Exhibit A (the "Parcel") for purposes of construction of the Gordie Howe International Bridge project (the "Project"), including the temporary closure of a portion of Springwells Court and construction of a temporary road detour associated with the closure, as depicted in this Exhibit A and further described in Exhibit B, as approved and permitted by the City.

Furthermore, and notwithstanding anything in Section 5 of the Agreement to the contrary, Owner shall have the right to terminate the Agreement early if Owner no longer requires the aforementioned temporary closure (of a portion of Springwells Court) and road detour to remain operational for purposes of constructing the Project, by providing the City with at least thirty (30) days' written notice of such early termination.

## Exhibit B

### Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities

BNA Constructors USA JV (referred to herein as "BNA"), is a contractor performing construction work on the US portion of the Gordie Howe International Bridge project (the "Project") located in Detroit, MI, and in connection with the Project has obtained approval from the City of Detroit to implement a temporary road closure along a segment of Springwells Ct. and, in combination with using an existing portion of Aggregate Drive, to construct and implement a corresponding temporary detour route to bypass such closure, in each case as shown, referenced and/or depicted in the attached permit ENG2019-00844GR (PR2020-307 or "permit").

In consideration of the City issuing the permit and approving the temporary closure and detour, BNA is entering into this Maintenance Agreement and agrees to perform certain activities associated with BNA's implementation of the closure (of the affected segment of Springwells Ct.) and detour until such time as BNA determines that the detour is no longer required to remain in effect for purposes of the Project, at which time the closure of Springwells Ct. and the related detour will be discontinued and BNA's maintenance obligations, as described in this Exhibit B, will cease under the Maintenance Agreement.

The installations and maintenance to be performed by or on behalf of BNA under this Maintenance Agreement will include, and will be limited to, the following activities within the portion of the Aggregate Drive public right of way (ROW) forming part of the detour and the newly constructed portions of the road detour, as depicted in the plan forming part of this Exhibit B:

1. Install, implement and maintain asphalt pavement as required for the detour, as described in PR2020-307;
2. Perform erosion control as required for the detour, as described in PR2020-307;
3. Install closure and detour roadway signage as indicated in PR2020-307 and maintain such signage;
4. Install detour roadway lighting as indicated in PR2020-307 and maintain such lighting;
5. Install pavement markings as indicated in PR2020-307 and maintain such markings;
6. Perform routine lawn maintenance (cutting of grass) within the detour areas; and
7. Perform snow removal within the paved detour areas.

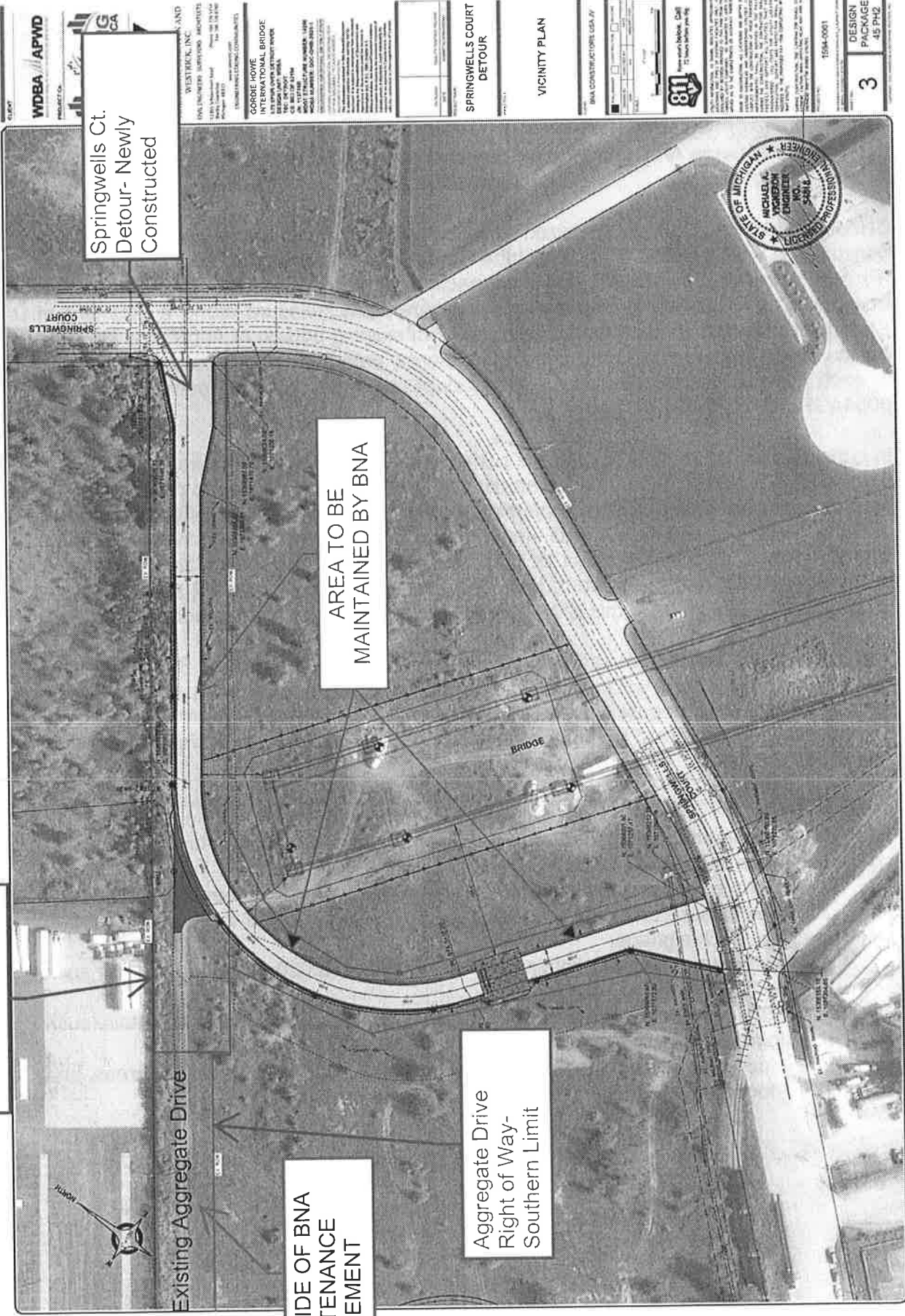
Aggregate Drive  
Right of Way-  
Northern Limit

Springwells Ct.  
Detour- Newly  
Constructed

AREA TO BE  
MAINTAINED BY BNA

Aggregate Drive  
Right of Way-  
Southern Limit

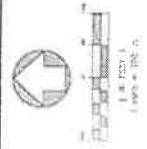
OUTSIDE OF BNA  
MAINTENANCE  
AGREEMENT



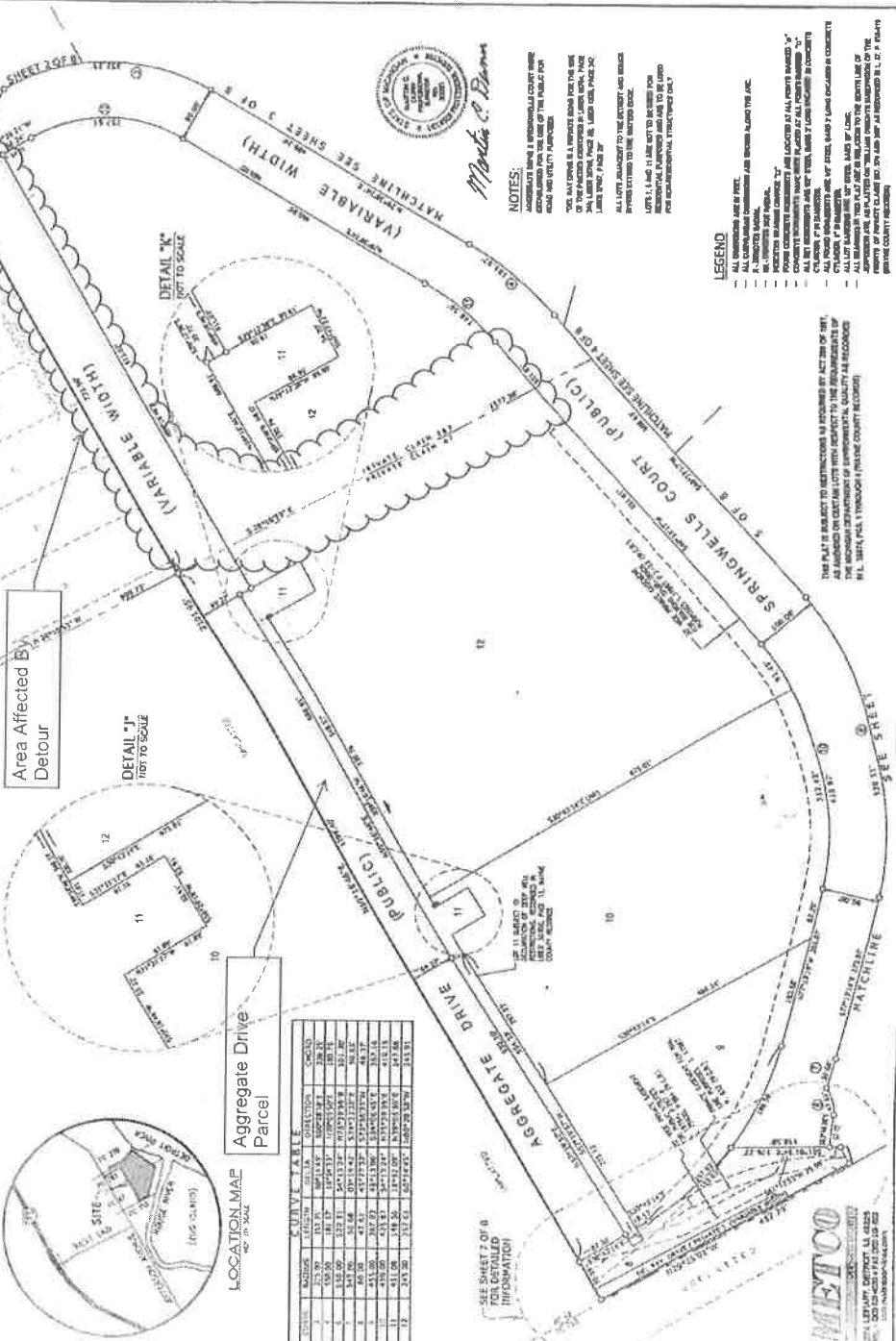
WDDB APWD  
PROJECT: CA  
WESTRICK, INC.  
ENGINEERING SURVEYING ARCHITECTS  
12100 Lakeshore Blvd. #1000, Detroit, MI 48221  
TELEPHONE: 313.963.1100 FAX: 313.963.1101  
WWW.WESTRICK.COM  
GORDIE HOWE  
INTERNATIONAL BRIDGE  
DESIGN PARTNERS  
15000 Westland Ave. Suite 200  
Westland, MI 48186  
TEL: 734.771.1100 FAX: 734.771.1101  
WWW.GORDIEHOWE.COM  
BNA CONSTRUCTORS USA, INC.  
VICINITY PLAN  
SPRINGWELLS COURT  
DETOUR  
811  
DESIGN  
PACKAGE  
45 PH2  
3  
15M-0001

**BNA-USBR-Maintenance Agreement- LIMITS OF MAINTENANCE MAP**

"AMENDED PLAT OF THE VACATED PORTIONS OF LOTS 13 TO 19 INCLUSIVE, OF WILLIAM DWIGHT'S SUBDIVISION OF THE FRONTS OF PRIVATE CLAIMS 267, 270 AND 268" AND THE VACATED PORTIONS OF LOTS 95 TO 101, INCLUSIVE, OF CRAWFORD'S FORT TRACT, BEING PRIVATE CLAIM 270, THE EAST PART OF PRIVATE CLAIM 267, AND THE WEST PART OF PRIVATE CLAIM NO. 268, AND PARTS OF PRIVATE CLAIMS 67 AND 267"



SECTION	SECTION AREA	SECTION PERCENTAGE	SECTION CHAIN
1	127.90	10.00%	127.90
2	127.90	10.00%	127.90
3	127.90	10.00%	127.90
4	127.90	10.00%	127.90
5	127.90	10.00%	127.90
6	127.90	10.00%	127.90
7	127.90	10.00%	127.90
8	127.90	10.00%	127.90
9	127.90	10.00%	127.90
10	127.90	10.00%	127.90
11	127.90	10.00%	127.90
12	127.90	10.00%	127.90
13	127.90	10.00%	127.90
14	127.90	10.00%	127.90
15	127.90	10.00%	127.90
16	127.90	10.00%	127.90
17	127.90	10.00%	127.90
18	127.90	10.00%	127.90
19	127.90	10.00%	127.90



NOTES:  
1. ALL DIMENSIONS ARE IN FEET.  
2. ALL DIMENSIONS TO CENTERLINE UNLESS SHOWN OTHERWISE.  
3. ALL DIMENSIONS TO CORNER UNLESS SHOWN OTHERWISE.  
4. ALL DIMENSIONS TO FACE UNLESS SHOWN OTHERWISE.  
5. ALL DIMENSIONS TO CENTERLINE OF ROAD UNLESS SHOWN OTHERWISE.  
6. ALL DIMENSIONS TO FACE OF ROAD UNLESS SHOWN OTHERWISE.  
7. ALL DIMENSIONS TO FACE OF CURB UNLESS SHOWN OTHERWISE.  
8. ALL DIMENSIONS TO FACE OF SIDEWALK UNLESS SHOWN OTHERWISE.  
9. ALL DIMENSIONS TO FACE OF DRIVEWAY UNLESS SHOWN OTHERWISE.  
10. ALL DIMENSIONS TO FACE OF PORCH UNLESS SHOWN OTHERWISE.  
11. ALL DIMENSIONS TO FACE OF PATIO UNLESS SHOWN OTHERWISE.  
12. ALL DIMENSIONS TO FACE OF DECK UNLESS SHOWN OTHERWISE.  
13. ALL DIMENSIONS TO FACE OF STAIRS UNLESS SHOWN OTHERWISE.  
14. ALL DIMENSIONS TO FACE OF BALCONY UNLESS SHOWN OTHERWISE.  
15. ALL DIMENSIONS TO FACE OF TERRACE UNLESS SHOWN OTHERWISE.  
16. ALL DIMENSIONS TO FACE OF PORCH UNLESS SHOWN OTHERWISE.  
17. ALL DIMENSIONS TO FACE OF PATIO UNLESS SHOWN OTHERWISE.  
18. ALL DIMENSIONS TO FACE OF DECK UNLESS SHOWN OTHERWISE.  
19. ALL DIMENSIONS TO FACE OF STAIRS UNLESS SHOWN OTHERWISE.  
20. ALL DIMENSIONS TO FACE OF BALCONY UNLESS SHOWN OTHERWISE.  
21. ALL DIMENSIONS TO FACE OF TERRACE UNLESS SHOWN OTHERWISE.

LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL DIMENSIONS TO CENTERLINE UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO CORNER UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO FACE UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO CENTERLINE OF ROAD UNLESS SHOWN OTHERWISE.
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- ALL DIMENSIONS TO FACE OF PATIO UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO FACE OF DECK UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO FACE OF STAIRS UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO FACE OF BALCONY UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS TO FACE OF TERRACE UNLESS SHOWN OTHERWISE.

THIS PLAT IS SUBJECT TO RESTRICTIONS AS PROVIDED BY ACT 206 OF 1967, AS AMENDED ON CERTAIN LOTS FROM THE SUBDIVISION OF THE FRONT PORTIONS OF LOTS 13 TO 19 INCLUSIVE, OF WILLIAM DWIGHT'S SUBDIVISION OF THE FRONTS OF PRIVATE CLAIMS 267, 270 AND 268, AND THE VACATED PORTIONS OF LOTS 95 TO 101, INCLUSIVE, OF CRAWFORD'S FORT TRACT, BEING PRIVATE CLAIM 270, THE EAST PART OF PRIVATE CLAIM 267, AND THE WEST PART OF PRIVATE CLAIM NO. 268, AND PARTS OF PRIVATE CLAIMS 67 AND 267.



City of Detroit  
 Department of Public Works  
 CITY ENGINEERING DIVISION  
 2 Woodward Avenue, Suite 642 (313) 224-3935

# CITY ENGINEERING PERMIT

PERMIT NO.: **ENG2019-00844GR**

APPLIED: **5/31/2019**

ISSUED: **7/30/2020**

EXPIRES:

BOND NUMBER: **B96106**

CHECK NUMBER: **59728389**

**76248857**

**78871752**

TYPE OF WORK: **Right of Way**

JOB LOCATION: **WESTEND (APPROXIMATE WEST END OF PROJECT FOOTPRINTING & CLARK ST (APPROXIMATE EAST END OF PROJECT FOOTPRINT))**

START DATE: **10/21/2019**

END DATE: **12/31/2019**

PROJECT DESCRIPTION: **BNA Constructors USA JV proposes the use of the public right-of-way to facilitate the placement of construction related signs, including information detour signs on City owned streets. The Contractor also proposes to place Advance Warning construction signs and/or traffic signs and cones/barrels if needed on streets leading toward the GHIB project.**

**PR2020-307:**

**Springwells Ct between Springwells Ct. & Zug Island Rd. Replace a section of existing City Gravel Access Road with a full depth asphalt pavement. The reason for the new paved section is to maintain detoured traffic to the local businesses while their normal access through Springwells Ct is blocked because of the overhead bridge (GHIB) construction going across. The attached engineering drawings have been reviewed by the City and MDOT throughout the design phase. All permanent paved sections are to remain in place after the project completion. All temporary construction items will be removed, and the area restored at final.**

**Broken sidewalk, if any, to be replaced to meet the City of Detroit "Standard Plan for Sidewalk Jointing" (Attachment: C-4462).**

**Utility Cuts: "Utility Trench Construction Pavement Restoration Details" (Attached).**

**All work within the City of Detroit rights-of-way shall be done in accordance with the City of Detroit details, provisions and policies.**

**ROW Permit Extension Dates: June 10, 2020 - June 9, 2021**

<p><b>OWNER/APPLICANT</b>  <b>BNA CONSTRUCTORS USA JV</b>  <b>1001 SPRINGWELLS CT</b>  <b>DETROIT, MI 48209</b></p>	<p><b>CONTRACTOR</b>  <b>BNA CONSTRUCTORS USA JV</b>  <b>1001 SPRINGWELLS CT</b>  <b>DETROIT MI 48209</b></p>
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City of Detroit  
 Department of Public Works  
 CITY ENGINEERING DIVISION  
 2 Woodward Avenue, Suite 642 (313) 224-3935

# CITY ENGINEERING PERMIT

PERMIT NO.: ENG2019-00844GR  
 APPLIED: 5/31/2019  
 ISSUED: 7/30/2020  
 EXPIRES:  
 BOND NUMBER: B96106  
 CHECK NUMBER: 59728389  
 76248857  
 78871752

As a condition of this permit and in return for receiving it the Permittee agrees to comply with all requirements of the Permit and further agrees to defend, indemnify and save harmless the City of Detroit from all liabilities, obligations, penalties, costs, charges, losses, damages, or expenses which may be imposed upon or asserted against the city by reason of the issuance of this Permit or work done pursuant to it.

Details		Fees			
Detail	No of Days / Sq Ft	Type	Date	Amount Paid	Amount Due
		PRMT	6/10/2019	\$14,400.00	\$14,400.00
		PRMT	6/8/2020	\$14,400.00	\$14,400.00
		PRVW	7/30/2020	\$500.00	\$500.00

**CONDITIONS**

- Contractors must submit their request to perform work in the City of Detroit's right-of-way on Saturdays & Sundays by 12:00PM on Thursdays. Holidays: A two (2) day notification to CED Permits prior to the holiday must also be submitted via email: CEDPERMITS@DETROITMI.GOV  
 Failure to notify the City Engineering Division, Permits Office of proposed work on Saturdays, Sundays or Holidays will result in denying work activity for that day.
- It is mandatory that the Contractor/Homeowner notify City Engineering by e-mail 24 hours in advance of beginning any work operations in the public Right of Way. Please submit an e-mail prior to 3:00 pm the day before each day that work will be performed under this permit. Permit holders must email CEDpermits@detroitmi.gov with the following information: Permit number, company name, address/intersection (location of work), scope of work, and contact information (name/phone) of the crew leader. Failure to notify City Engineering will result in work stoppage or permit revocation.
- Traffic specifications are attached to and applicable to this permit. Traffic specifications must be with work crews or driver at all times.
- Maintain access to abutting properties at all times.
- Pedestrians are not to be diverted into roadway.
- Contractor must conform to current Michigan Manual of Uniform Traffic Control Devices, i.e., proper barricades, signs and lights, etc.
- Contractor shall notify all abutting property owners/businesses of impending closures, mobility restrictions and changed parking conditions prior to construction.
- Proper barricades and lights must be utilized.
- Contractor must install advance lane/pedestrian/detour signs according to current MMUTCD.
- Maintain safe pedestrian walkways at all times.
- Contractor to coordinate his operations with contractors performing work on other projects within or adjacent to the work influence area.
- Contractor must not store material or debris on Right of Way when work is not in progress.

