

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
GIFFELS-WEBSTER ENGINEERS, INC.**

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 21st day of December, 2023 by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and Giffels-Webster Engineers, Inc., a Michigan for profit corporation, located at 28 W. Adams Street, Suite 1200, Detroit, Michigan 48226 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on December 15, 2022, Contractor and the Authority did heretofore enter into a Professional Services Agreement (the "Contract") to perform preliminary engineering, construction, and inspection professional services which shall include the development and implementation of the scoping, design, construction and construction oversight of capital projects and other activities associated with mitigating flooding in various locales on the Lower East Side of the City of Detroit (the "Project"); and

WHEREAS, Article VIII of the Contract provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services to be performed by the Contractor which are mutually agreed upon by and between the Authority and the Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Contractor now desire to amend the Contract for preparation of a flood mitigation study and for A.B Ford Park SNF renovations construction administration services as outlined in Exhibit A-1 attached hereto; and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That the Contract is hereby amended to reflect an increase of a not to exceed amount of Six Hundred Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$607,250.00) in the compensation payable to the Contractor, for the costs associated

with additional services provided on the Project as referenced in Exhibit A-1 attached hereto, thereby increasing the total compensation payable to an amount not to exceed of Nine Hundred Ten Thousand Three Hundred Fifty and 00/100 (\$910,350.00) Dollars which shall include an Owner Controlled Design Contingency for an amount not to exceed Thirty Thousand and 00/100 (\$30,000.00) Dollars.

2. Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of the Contract, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

3. Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

4. Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Contract or in connection with performing under the terms of the Contract. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

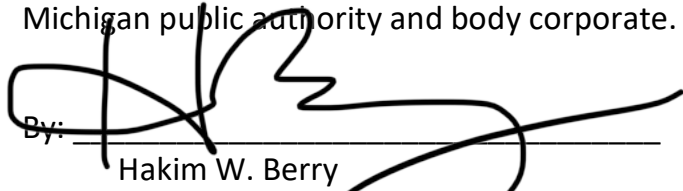
5 That all other terms, conditions, and covenants of the Contract shall remain in full force and effect as set forth therein.

6. That in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment No. 1 and any of the provisions of the Contract, the provisions of this Amendment No. 1 shall control.

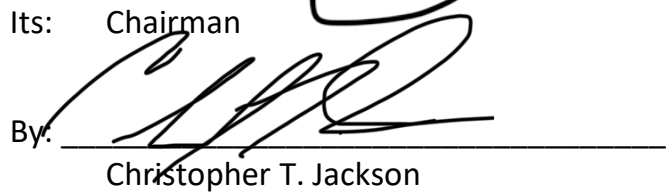
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a
Michigan public authority and body corporate.

By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

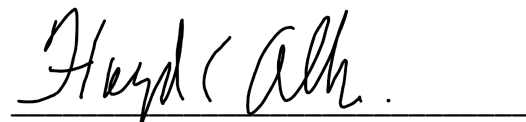
Its: Treasurer

GIFELS-WEBSTER ENGINEERS, INC., a
Michigan for profit corporation.

By: _____

Its: President _____

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

EXHIBIT A-1

SCOPE OF WORK

The additional services shall include the following items:

- Agency Consulting & Meetings
- NEPA Environmental Assessments
- Canal Sediment Sampling
- Geotechnical Boring Services
- Environmental Soil Evaluation
- Flood Mitigation Study Summary Report

Agreement for Additional Services

This amendment (the “ASR”) to our existing agreement (the “Agreement”), is effective as of December 15, 2023, between Giffels Webster, located at 28 W. Adams Street, Suite 1200, Detroit, MI 48226 and the following person or entity (“Client”):

Client Name & Address: Detroit Building Authority
1301 Third Street Suite 328
Detroit, MI 48226

Client Contact: Tyrone Clifton, Director (313) 224-0174
tclifton@detroitmi.gov

Project Name & Number: Lower East Side Flood Measures 20370.00D

ASR Number: ASR #1

Having previously executed the Agreement referenced above, the Client and Giffels Webster mutually agree to modify said Agreement as follows:

I. DESCRIPTION OF SCOPE CHANGE

The adoption of the current FEMA Floodplain map effective October of 2021 changed the future of Detroit’s Jefferson-Chalmers Neighborhood. This map essentially placed the entirety of the neighborhood (traditionally bounded by E. Jefferson Avenue to the north, Alter Road to the east, the Detroit River to the south and Conner Creek to the west) within the limit of the 1% annual chance or 100-yr floodplain. This designation has multiple effects, some are more practical such as increased risk of overland flooding during rain events and high Great Lakes water levels with the potential for significant infrastructure and property damage. While other effects are more intrinsic, such as the inability to utilize federal funding mechanisms for redevelopment and improvement of properties within the floodplain. Simply put, it is difficult to justify investment commitments within a floodplain when the property carries a perpetual 1% chance of flooding each year.

The practical side of this designation was evident throughout 2019 and 2020 as the Great Lakes rose to historic levels, spilling into the yards and streets of this neighborhood at elevations well below the 100-year floodplain elevation, indicating the true danger of water ever rising to the actual base flood elevation (BFE). At that time, significant temporary flood mitigation measures were installed by the City of Detroit to help push back the lake/river water into the canals and prevent inflow into the DWSD/GLWA combined sewer system. That effort was successful and since that time, lake levels have subsided and are back near historic average levels. While this change has eliminated the visible and immediate threat to Jeff-Chalmers, the impact of the expanded floodplain designation in 2021 remains an on-going and long-term threat to the viability of the neighborhood and its future.

Accordingly, the City has continued working with residents and stakeholders in and around the neighborhood to push forward a holistic solution that will remove this land from the 100-year floodplain. One such stakeholder is the United States Army Corps of Engineers (USACE). In the summer of 2022, at the request of the City of Detroit, the USACE completed a Lake St. Clair Flood Risk Reduction Study under their Floodplain Management Service Program (FPMS). The purpose of the study was to identify effective

long-term flood mitigation measures that could be implemented in the neighborhood to remove the bulk of land from the floodplain.

Concurrently, the City was continuing outreach efforts with the residents and businesses of Jefferson-Chalmers to build on the momentum caused by the overland flooding of 2019-20. In addition, our team began high level, independent analysis of long-term mitigation solutions to solve this issue. This included a detailed review of historic studies of this issue, review of the floodplain map itself as well as record topographic data for the land closest to the river. Working with the City, we provided a recommendation for two primary alternatives. First, the construction of new seawalls to a sufficient elevation along all interior canal parcels throughout the neighborhood (approximately 13,000 feet of walls). Alternatively, due to the very high financial cost and legal difficulties associated with accessing hundreds of private parcels to install new seawalls and maintain all boat/water access, we recommended a second alternative that would install a continuous barrier of sorts along the Detroit River (mostly on City-owned properties) to prevent the flow of floodwaters into the neighborhood.

Around the same time, USACE completed their FPMS report and provided three final alternatives, the first was a continuous barrier (closed canals, levees and floodwalls) outside of the wave run up zone along the Detroit River. The second, open canals with new internal flood/seawalls and the third a continuous barrier like alternative 1, but within the wave run up zone along the river. As you can see, these were essentially the same alternatives we recommended to the City at the same time. One crucial distinction in any alternative for a continuous barrier along the river is the need to close the existing canals in some form or fashion. Those closures would generally be one of three options: permanent closure with steel sheet piling, temporary seasonal closure via stop log installation, short-term (daily or hourly) closure/operation via a lock system. Each option has its own unique advantages and challenges.

Upon completion of the FPMS, the City continued outreach with the community and proposed a plan that would close two of the canals (Fox Creek and Philip Canal) and install a stoplog on the Lakewood Canal. This proposal was met with significant dissatisfaction by the residents of Jeff-Chalmers. Understandably, the residents and businesses that utilize the existing canals of the neighborhood do not want to lose the access they have to the Detroit River and expressed that very clearly to the City representatives. Focus then shifted to enforcement of BSEED ordinances related to the condition of existing seawalls throughout the neighborhood. This included a pledge by the City to evaluate and repair all waterfront, City-owned properties in Jefferson-Chalmers. Giffels Webster, along with our geotechnical and environmental subconsultant SME, performed a detailed condition assessment of a total of 18 properties and rights-of-way parcels then under the ownership of the City. Recommendations for repair or upgrade of each property was then provided and detailed engineering plans were created for the construction of said improvements. This work generally included the installation of new, steel sheet pile walls, regrading of existing topography to raise land above the base flood elevation or in some cases, no improvements were necessary due to the fair edge conditions and relative elevations of the subject parcels.

A benefit of this work, along with significant improvements to A.B. Ford Park also proposed for 2024, will be that major portions of a continuous elevation barrier along the river will be constructed while the City is fulfilling its commitment to the residents of Jefferson Chalmers and the Lower East Side. That said, the remaining portions of that barrier are more complicated and impactful to the long-term use of the canals. The work covered under this proposed additional service request will include a detailed study of the feasibility of constructing the remaining portions of the barrier including potential closing of one to three of the existing canal connections to the Detroit River.

Agency Consulting and Meetings

This complex project will require interfacing with several local, state, and federal agencies to understand which of the floodplain solutions described are achievable and what the pathway to approval consists of. We anticipate the City of Detroit, Great Lakes Water Authority (GLWA), Michigan Department of Environment, Great Lakes, and Energy (EGLE), U.S. Environmental Protection Agency (EPA), U.S. Fisheries & Wildlife Service (FWS), and U.S. Army Corps. Of Engineers (USACE) will be critical to engage with (via phone calls, virtual meetings, emails) during this initial feasibility study phase of the project.

NEPA Environmental Assessments

As noted in the July 2022 USACE Floodplain Management Services Program Study, a National Environmental Policy Act (NEPA) environmental assessment (EA) is required. We anticipate each of the seven floodplain improvement areas (canal closure, earthen levee, stop log, seawall, and Bayview Yacht Club) will require its own NEPA EA since each area will have unique design requirements and environmental considerations.

Baseline “desktop” evaluations of threatened and endangered species and an assessment of potential archaeological impacts fall under the scope of a NEPA EA. Field studies (e.g. fish/wildlife survey or a Phase I Archaeological Investigation) are not included. It is important to note that NEPA EAs can take months to years to complete and could expand in scope and fee based on the approving agency’s requirements. This task includes budget for meetings throughout the assessment process (assumes a total of 7 environmental assessments).

Canal Sediment Sampling

SME will mobilize a boat and three-person crew to a boat launch near the canals. They will safely collect two sediment samples each from the Fox Creek and Philip Canals and three samples from the Lakewood Canal. The samples will be analyzed for volatile organic compounds (VOCs), semi-VOCs (SVOCs), the 10 Michigan Metals, and polychlorinated biphenyls (PCBs) with standard turnaround time. The samples will be comprised of the top approximately 12 inches of sediment in the canal and will provide an initial screening of potential contamination that may be present in the sediment.

Work-over-water safety provisions will be necessary to complete the assessment activities compliant with the Occupational Safety and Health Administration (OSHA) 29 CFR Part 1926.106 standard for work operations over surface waters. Our proposed fee includes: personal flotation devices approved by the US Coast Guard for use by our staff members while working over water; a ring buoy with at least 90 feet of safety line attached; and a rescue boat suitable for the water conditions. We anticipate one mobilization (up to an eight-hour workday) with three SME staff members to complete the assessment/sampling activities.

Geotechnical Boring Services

Note: Services will be provided on City of Detroit property and we assume this project will be viewed as a continuation of services for the Lower East Side Flood Control project. We have not included time or fees for obtaining rights-of-way and/or rights-of-access permits.

Review 3 locations for in-canal flood control measures or permanent canal closure(s). In-canal measures could include active control structures, such as locks, flood gates, baffles, or similar. At each location, advance one deep boring extending 5 feet into competent hardpan and one embankment boring extending 50 feet below site grades. Perform semi-continuous sampling within the upper 25 feet, and 50-foot intervals thereafter. Collect up to 12 thin-walled Shelby tube samples for potential consolidation, triaxial, and/or unconfined compressive strength determination. Borings will be grouted upon completion.

Perform up to eight (8) 30-foot deep borings along proposed embankment alignments, with samples obtained semi-continuously full depth, with Shelby tubes collected as needed. The drill depth assumes berms will be 5 feet in height or less and additional deep borings are not required. Shallow borings will be backfilled with auger cuttings. In total, our geotechnical scope assumes up to 800 lf of drilling for the potential canal improvements.

Classify all recovered samples and obtain moisture and strength properties for recovered cohesive soils. We recommend a laboratory budget also include an as-needed allowance for Triaxial testing, consolidation testing, permeability testing, unconfined compressive strength testing, Atterberg limits, grain size analysis, and permeability testing as may be requested by the Corps of Engineers.

Once laboratory analysis is complete, transmit the results to the Owner and design team and meet to discuss possible solutions, along with relative costs vs. risks.

With direction and input from the Owner and preliminary comments from EGLE and the USACE we will develop conceptual design narratives and preliminary opinions of cost. This phase may also include assisting with additional submittals to EGLE and the Corps of Engineers, post-report meetings, revisions to preliminary plans, and/or interaction with marine contractors at the pre-bid document development phase.

Again, these fees will be invoices on a time and materials basis in accordance with current fee schedules. The total number of borings performed may be less, resulting in a lower cost to the project. Due to the potential for EGLE and the Corps of Engineers to dictate at least some of the services, we are providing a conservative estimate. Final scope and costs will be agreed upon with the Client before the start of this work task based on initial feedback from EGLE and USACE regarding the proposed improvements. We recommend the following allowances:

Field Services:	\$39,600
Laboratory Allowance:	\$8,250
Engineering & Preliminary Opinion of Cost:	\$25,000
Meetings and Assistance with EGLE/Corps Documentation:	\$15,000
Basis of Design Documents and Pre-Bid Services:	\$30,000

Environmental Soil Evaluation

We recommend an environmental analytical budget for analysis of environmentally impacted soil in the proposed geotechnical borings near canals. The analytical results will assist with due care planning and potential waste characterization. Up to 10 samples will be collected and analyzed for volatile organic compounds (VOCs), semi-VOCs (SVOCs), the 10 Michigan Metals, and polychlorinated biphenyls (PCBs) with standard turnaround time. The intent for this task is to have an as-needed lab budget for samples from the canal geotechnical borings that might have environmental impact (staining, odors, debris), especially in areas where soil may need to be removed for some reason or will come in contact with canal water.

Summary Report

We will prepare a report summarizing the findings and overall feasibility of the proposed project segment improvements. This will include preliminary opinions of cost associated with each segment along with a detailed assessment of all required permits, approvals and clearances and status of said clearances. We will review this report with the client prior to issuance to confirm the final scope and plan of operations and then revise to incorporate all comments prior to finalizing. We have assumed up to three public meetings with the residents as a part of this task and as-needed meetings internally with the City.

II. FEES AND INVOICING

The fees associated with each task identified are summarized below and shall be invoiced on the basis outlined and in compliance with the terms of the Agreement.

Task	Basis	Fee
Agency Consulting and Meetings	T&M	\$27,500
NEPA Environmental Assessments	T&M	\$66,000
Canal Sediment Sampling	Lump Sum	\$15,400
Geotechnical Boring Services	T&M	\$117,850
Environmental Soil Evaluation	Lump Sum	\$11,000
Summary Report	Lump Sum	\$19,500

III. SUMMARY OF CONTRACT CHANGES

Updated Contract Summary	
Original Agreement Total	\$273,100.00
Net Change from Previous ASR	\$0.00
Agreement Total Prior to This ASR	\$273,100.00
Current ASR Amount	\$257,250.00
Updated Agreement Total	\$530,350.00

IV. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this ASR is authorized to sign on behalf of the Client's organization. The Client also certifies that, if it is a business entity, it is registered and in good standing with the State of Michigan, is authorized to conduct business in Michigan and is adequately capitalized to meet the financial obligations of this Agreement. If the Client agrees with the terms of this ASR, the Client should sign both copies and return one copy to Giffels Webster. Giffels Webster's receipt of the signed ASR from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER

BY: _____

Name: Mike Kozak, PE
 Title: President | Partner
 Date: December 15, 2023

DETROIT BUILDING AUTHORITY

BY: _____

Name: Tyrone Clifton
 Title: Director
 Date:



December 15, 2023

Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

Attn: Tyrone Clifton, Director

Re: A.B. Ford Park SNF Renovation
Construction Engineering Services

Project Number: 20370.01D

Mr. Clifton,

At your request, we have prepared this work authorization to provide construction engineering services for the proposed A.B. Ford Park SNF Renovation. We have provided a separate bid recommendation for the contractor award in the amount of \$7,999,966.00 with a contingency of \$750,034.00 for a total potential project construction cost of \$8,750,000.00. We are proposing to invoice the services detailed below on a time and expense basis with budgets established based on percentages of that construction cost. More specifically:

Construction Administration | Technical assistance related to the general administration of the construction contract, subject to the details and related tasks outlined below. We have assumed a nine-month construction period with GSD staff providing full-time administrative oversight of the project.

- a. Review shop drawings and test reports provided by the Contractor relating to the plans prepared by Giffels Webster. This review does not relieve the contractor or the Client of responsibility for any unauthorized deviation from the contract documents. Work based upon BSEED requirements will be forwarded for City for review/approval.
- b. RFI responses are for general conformation of site elements and assistance in understanding the implication of field conditions to the project. Responses will be timely and detailed.
- c. Visit the construction site to observe the general progress of construction. We have assumed weekly visits to the site during periods of construction activity, with GSD providing full-time oversight and administration of the project.
- d. Participate in regular progress meetings as scheduled by GSD/contractor during construction.
- e. Clarification of contract documents prepared by Giffels Webster. Such clarification shall in no way alter any of the terms or conditions of this Agreement.
- f. Technical support in processing progress payments to contractor based on Giffels Webster's opinion of the degree of completion of the work or unit price completion, and recommending issuance of such payments to the contractor by the Client. Giffels Webster shall not be the guarantor or surety with respect to the Contractor's obligation to perform the work in accordance with the plans, specifications and contract documents.
- g. Technical assistance with agency acceptance, reports and supporting documents.

Construction Layout | Provide surveying layout services for the improvements reflected in the construction documents prepared by Giffels Webster. One set of line and grade stakes will be set for each improvement based on being staked one construction operation at a time and in an organized construction sequence. In the event that any staking is destroyed by an act of God or parties other than the surveyor, the cost of re-staking shall be paid by the Client as additional services.

Staking sign locations, landscape plantings, irrigation systems, utility sleeves, undercut measurement, volume calculations, concrete pads, sidewalks, grading certifications, replacement of damaged stakes and re-staking are not included. These are considered optional services to be contracted and paid for separately.

The staking interval for each infrastructure system will be as follows:

Layout of the following:	Staking frequency/deliverable:
Clearing limits and erosion control fencing	1 set of stakes at a 50' interval and at changes of direction
Mass grading	1 set of stakes at a 50'-100' interval throughout grading area and defining all reliefs
Swales, ditches and slope changes	1 set of stakes at a 100' interval
Storm sewer	1 set of stakes at a 100' interval + double offsets at structures + culvert locations
Pavement/curb and gutter/parking lots	1 set of stakes at a 50' interval @ top/curb both sides + 25' interval @ horizontal and vertical curves
Fences and gates	100' interval for line
Light poles	Center of pole + double offsets for line and grade as determined by others
Landscape Amenities	Corners of proposed improvements with offsets as requested by the contractor

Material Testing | SME shall provide as-needed material testing throughout the duration of construction activities. This includes but is not limited to: subgrade and finish material testing for all proposed hard surface paving (Riverwalk, pickle ball courts, pedestrian walkways, etc.), asphalt materials for parking lot resurfacing including observation of proof-rolling of existing asphalt base prior to paving and recommendations for subgrade/asphalt undercuts. In addition, SME shall provide analytical testing, as required by BSEED, of proposed fill material as needed to verify manifests provided by the Contractor for capping material.

Record Drawings | Preparation of record drawings reflecting the as-built condition of improvements designed by Giffels Webster, subject to the details and related tasks outlined below.

- a. Obtain structure locations, inverts, slopes from field survey data and community inspection reports for the watermain, sanitary sewer, and storm systems, and add this information to the construction plans. Acquisition of lead information for these systems or the inclusion of any franchise utility information would be considered optional services.
- b. Topography of all lawn areas on a 50' grid to confirm final elevations and cut/fill volumes as applicable.
- c. Record drawings are prepared using information concerning the nature and location of the Contractor's work, as reported by the Contractor, but has not been verified by Giffels Webster. The Client agrees that Giffels Webster has not reviewed the drawings provided by the Contractor or observed and measured the construction to determine that the drawings accurately reflect all deviations from the original Contract Documents and that this review and assurance is beyond the scope of services of this Agreement.

As indicated above, fees shall be invoiced on a time and expense basis according to the following percentages of construct and not-to-exceed budgets:

Task (% of construction)	Basis	Fee
Construction Administration (1.5%)	Time & Expense	\$131,250.00
Construction Layout (1.0%)	Time & Expense	\$87,500.00
Material Testing (1.0%)	Time & Expense	\$87,500.00
Record Drawings (0.5%)	Time & Expense	\$43,750.00

We will be available at your upcoming Board meeting to answer any questions that you or the Board may have. Should this meet your approval, please execute below and return a copy at your earliest convenience.

Sincerely,

Giffels Webster



Mike Kozak, P.E.
President | Partner

WORK AUTHORIZATION

Tyrone Clifton, Director Date

cc: File