

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
DESMAN, INC.**

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called the "Amendment"), dated as of this 20TH day of June, 2019 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 **DESMAN, INC.**, a Delaware for profit corporation, located at 1100 West Ninth Street, Suite 100, Cleveland, OH 44113 (hereinafter called the "Professional Contractor"), pertains to that certain Professional Services Agreement between the Professional Contractor and the Authority (hereinafter called the "Contract").

WITNESETH:

WHEREAS, the Professional Contractor and the Authority did heretofore enter into the Contract for renovation and improvement of the Eastern Market Parking Garage and Ford Underground Parking Garage (the "Project"); and

WHEREAS, Article VIII 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 Professional Contractor which are mutually agreed upon by and between the Authority and the Professional Contractor shall be incorporated by written amendment to the Contract;

WHEREAS, the Authority and the Professional Contractor now desire to amend the Contract to extend the term of the contract to accommodate the revised scope of services provided in Exhibit A-1; and

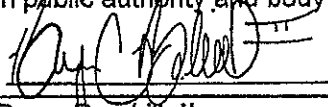
NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

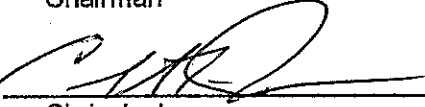
1. That Article III of the Contract be hereby amended to extend the contract termination date from July 1, 2019 to June 30, 2020.
2. That the scope of services be revised to include the services provided in the attached Exhibit A-1.
3. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.
4. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall control.

[END OF PAGE]


IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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: 
Bryan Bannister Chairman
Its: Chairman

By: 
Chris Jackson
Its: Treasurer

DESMAN, INC., a Delaware for profit corporation

By:  7/12/19.
Its: ASSOCIATE VICE PRESIDENT

APPROVED AS TO FORM:

Floyd E. Allen
General Counsel
City of Detroit Building Authority

EXHIBIT A-1
SCOPE OF SERVICES

[SEE ATTACHED HERETO]

May 7, 2019 (REV. May 13, 2019)

Tyrone Clifton
Director
Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

**RE: Proposal for Professional Engineering Services
Eastern Market Parking Garage &
Ford Underground Parking Garage
Detroit, MI**

Dear Mr. Clifton:

At your request, DESMAN is pleased to submit the enclosed proposal to the Detroit Building Authority ("DBA") in connection with the above referenced facilities. On April 30, 2019, DESMAN participated in a meeting with the DBA to discuss the repair/renovation scope associated with the above referenced facilities, which include an estimated construction budget of approximately \$10,000,000. The intent of the DBA is to dedicate approximately \$1,000,000 to \$1,500,000 of this budgeted amount to the Eastern Market Parking Garage and the remaining amount will be dedicated to the Ford Underground Parking Garage. The DBA has requested that DESMAN develop repair/renovation documents for these two facilities taking into consideration these budget parameters.

As you are aware, DESMAN performed a Condition Assessment of these facilities in early 2016 and developed a Bid Documents Package for the Eastern Market Parking Garage and had nearly completed a Schematic/Design Development Documents Package for the Ford Underground Parking Garage. Based on the above information, DESMAN is proposing the following scope of services.

SCOPE OF SERVICES

PHASE I TASKS – Condition Survey Update

- A. Due to a span of over three years since these facilities were assessed, the continued exposure to the elements, and the anticipation of on-going corrosion related deterioration, DESMAN will conduct a site survey to confirm/reassess the conditions at each of these facilities, update conditions as required, and obtain information regarding added scope items (if any), which will allow us to better define the 2019 repair scope of work. It is anticipated that a full survey of this facility will be conducted.

PHASE II TASKS - Preparation of Construction Documents

- A. Prepare a package describing the work that will be suitable for obtaining bids from contractors based on the selected repair program as approved by the DBA. The bid package will consist of the following components:
 - 1. Construction drawings including floor plans and details for repairs, preventive maintenance, renovation, and upgrades of structural, architectural, waterproofing, mechanical, electrical, plumbing, and fire protection system for the parking garages.

2. Front-end requirements, including form of agreement, insurance requirements, etc.
 3. Proposal Form describing the work with estimated quantities formatted for payment based on a lump sum or unit price basis, as applicable.
 4. The construction documents will be in conformance with generally accepted engineering practices and comply with applicable codes and regulations. The construction documents will be signed and sealed by Professional Engineers licensed within the State of Michigan.
- B. DESMAN's project deliverable to DBA will include an electronic submission (via e-Builder) of the construction documents at Schematic Design/Design Development Level (50%), Construction Document Level (90%), and Bid Document Level.
- C. Meet with DBA staff to discuss progress and status of each submission level.
- D. DESMAN will incorporate DBA comments from the review for each submission level.

PHASE III TASKS - Bidding & Contract Negotiations

- A. Attend a Pre-bid Conference at the project site to review the scope of repairs and familiarize the bidders with the properties. An addendum will be prepared and issued to the bidders, if necessary, incorporating any changes or clarifications, which arise from the Conference.
- B. Attend bid opening and assist the DBA with the contract award to the successful bidder.

PHASE IV TASKS - Construction Administration

- A. Attend a Pre-Construction Conference between DESMAN, the Contractor and the DBA and other parties appropriate and necessary for effective construction of the project. Clarify lines of communication, policies, routing of shop drawings, correspondence, etc. DESMAN will prepare an agenda and prepare and distribute meeting minutes.
- B. Maintain the following documents, as appropriate, during construction and deliver to DBA upon project completion:
 1. Reports of job conferences, meetings, and discussions among DESMAN, the DBA and the Contractor via meeting notes, emails, etc.;
 2. Shop drawings and samples submissions as provided by the contractor;
 3. One set of approved construction Contract Documents;
 4. Addenda if issued;
 5. Change orders if issued;

6. Construction change directives if issued;
 7. Additional drawings issued subsequent to execution of the construction Contract Documents;
 8. DESMAN clarifications and interpretations of the construction Contract Documents if required;
 9. Progress Reports from periodic on-site observations;
 10. Names, addresses and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment as supplied by the Contractor;
 11. "As Built" set of record construction documents prepared and submitted by the Contractor and reviewed by DESMAN and the DBA.
- C. Conduct periodic on-site observations of the repair work at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work completed. DESMAN will make critical observations at the beginning of each phase of work to assure proper material removal, surface preparation and installation procedures. On the basis of the on-site observations, DESMAN shall keep the DBA informed of the progress and quality of the work, and shall endeavor to guard the DBA against defects and deficiencies in the work. A Field Report will be completed with each site observation and submitted to the DBA.
- D. Attend weekly meetings, during regular and consistent construction periods, with the DBA and the Contractor to discuss progress and status of the construction work.
- E. Review and respond to requests for information ("RFI's").
- F. Review and certify Contractor's Applications for Payment. DESMAN will verify the quantities of work, which are the basis of the payment request.
- G. Review, provide recommendations or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of reviewing for conformance with information given and the design intent expressed in the Contract Documents.
- H. Prepare Change Orders, including applications for extensions of construction time, and Construction Change Directives, with supporting documentation and data, if deemed necessary by DESMAN and the DBA. DESMAN shall evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. DESMAN may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and which are consistent with the intent of the Contract Documents.
- I. Upon substantial completion of the work, when notified by the contractor, attend a site visit to prepare a list of observed items (Site Observation Report) to be completed or corrected before final completion of the contract for each phase of the project. Contractor shall be responsible to prepare a punch list of work they believe needs to be completed or corrected prior to DEMSAN's substantial completion site visit for review.

- J. When notified by the Contractor that all DESMAN observed items along with the Contractor's punch list items have been completed or corrected, as reviewed during the substantial completion site visit, conduct a final site visit to observe if all work within the scope of the Contractors Contract has been completed. Provide written recommendations concerning final payment to the DBA, including a list of previously noted or new items if any, to be completed or corrected prior to the making of such payment.
- K. Upon completion of all work within the Contractors work scope, as accepted by the DBA, DESMAN will review and forward all waivers and warranties and execute the project closeout.
- L. Review a set of "As-Built" drawings prepared by the Contractor regarding the work completed. One set of copies of these documents will be reproduced and issued to the DBA along with a file version of the documents in electronic format.

FEE PROPOSAL

DESMAN proposes the following schedule of lump sum fees:

FORD UNDERGROUND PARKING GARAGE FEES:

A. PHASE I TASKS – Condition Survey Update	\$27,500
B. PHASE II TASKS - Preparation of Construction Documents	\$142,300
C. PHASE III TASKS - Bidding & Contract Negotiation.....	\$8,000
D. <u>PHASE IV TASKS - Construction Observation & Contract Administration *</u>	<u>\$83,500</u>
TOTAL FEE AMOUNT for PHASES I thru IV.....	\$261,300

* The PHASE IV TASKS fee shown is a lump sum amount and assumes a project schedule to complete the work in sixty (60) weeks, including construction and services associated with punch-list and project close-out. Our fee also is based on an average of 3 hours per week for the services described under PHASE IV TASKS of our proposed SCOPE OF SERVICES. Should the actual construction period exceed sixty (60) weeks in duration, or an average of more than 3 hours per week are expended, then an appropriate fee increase to DESMAN's PHASE IV TASKS fee amount may be warranted.

EASTERN MARKET PARKING GARAGE FEES:

A. PHASE I TASKS – Condition Survey Update	\$7,600
B. PHASE II TASKS - Preparation of Construction Documents	\$32,000
C. PHASE III TASKS - Bidding & Contract Negotiation.....	\$5,900
D. <u>PHASE IV TASKS - Construction Observation & Contract Administration *</u>	<u>\$43,600</u>
TOTAL FEE AMOUNT for PHASES I thru IV.....	\$89,100

* The PHASE IV TASKS fee shown is a lump sum amount and assumes a project schedule to complete the work in forty (40) weeks, including construction and services associated with punch-list and project close-out. Our fee also is based on an average of 3 hours per week for the services described under PHASE IV TASKS of our proposed SCOPE OF SERVICES. Should the actual construction period exceed forty (40) weeks in duration, or an average of more than 3 hours per week are expended, then an appropriate fee increase to DESMAN's PHASE IV TASKS fee amount may be warranted.

EXCLUSIONS TO THE SCOPE OF SERVICES

Services *excluded* from DESMAN's SCOPE OF SERVICES as outlined above are as follows:

- A. Observation, assessment, reporting and any responsibility regarding the discovery, presence, handling, removal and disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, lead, polychlorinated biphenyl (PCB) or other toxic substance.
- B. Material testing during the construction phase is not included. This service is typically the responsibility of the selected contractor.

CLOSURE

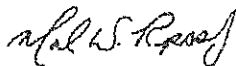
On behalf of DESMAN's team of professionals, we thank you for this opportunity to submit the enclosed proposal. If the DBA is in agreement with this proposal, this work will be performed under our current contract with the DBA dated February 18, 2016, and billed against the outstanding amount of this contract. Please provide us with either a "Notice to Proceed" or similar type of written authorization so what we may proceed with the work.

Sincerely,

DESMAN



Edward A. DeTullio, P.E.
Senior Associate/Project Manager



Matthew W. Repasky, P.E.
Associate Vice President

cc: P. Wells