

AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
RAM CONSTRUCTION SERVICES

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 20th day of April, 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 RAM CONSTRUCTION SERVICES, a Michigan corporation, with offices located at 13800 Eckles Road, Livonia, Michigan 48150 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, on October 20, 2022, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") to provide services for restoration and structural repairs at the Ford Underground Parking Garage located at 30 East Jefferson Avenue, Detroit, Michigan 48226 (the "Project"); and

WHEREAS, Article IX 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 to provide for immediate priority structural repairs; 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 Two Hundred Eighty Four Thousand One Hundred Four and 00/100 (\$284,104.00) Dollars in the compensation payable to the Contractor for the costs associated with 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 Four Hundred Fifty Six Thousand One Hundred Four and 00/100 (\$456,104.00) 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.

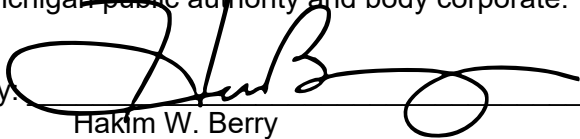
5 That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

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.

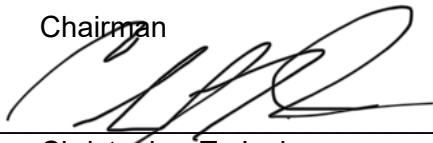
[END OF PAGE]

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

RAM CONSTRUCTION SERVICES, a Michigan corporation.

By: Robert A. Mazur 
Digitally signed by Robert A. Mazur
DN: cn=Robert A. Mazur, o=RAM Construction Services of Michigan, Inc., ou=Assistant Director, email=bobbym@ramservices.com, c=US
Date: 2023.05.09 11:48:08 -04'00'

Its: Robert A. Mazur, Assistant Director

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

EXHIBIT A-1

The Contractor shall perform the following additional immediate repairs described as and shown in the site plan drawings below:

- 150 square feet of partial depth Column repairs;
- 1,080 square feet of partial Beam repairs;
- 700 square feet of full depth slab repairs;
- Prepare and paint structural beams and corresponding connections;
- New electrical heaters in the restrooms;
- New stair tread safety nosings;
- Main entrance roof plumbing repairs (Marble Removal); and
- Marble repair/replacement at southeast corner stairwell exit.

IMMEDIATE PRIORITY STRUCTURAL REPAIRS OF THE FORD UNDERGROUND PARKING GARAGE

DETROIT, MICHIGAN

MARCH 23, 2023

SHEET INDEX

SCOPE OF WORK

- NOTE: THIS IS A SUMMARY OF THE WORK AND MAY NOT INCLUDE ALL WORK ITEMS THAT THE CONTRACTOR WILL BE RESPONSIBLE FOR DURING THE PROJECT.
1. PROJECT MOBILIZATION AND DEMOBILIZATION, INCLUDING ALL PERMITS AS REQUIRED.
 2. IMPLEMENT REPAIRS IN A LOGICAL MANNER. THE CONTRACTOR SHALL SUBMIT PHASING PLANS TO THE OWNER AND ENGINEER FOR APPROVAL.
 3. DESIGN, INSTALLATION, AND MAINTENANCE OF THE ENTIRE SHORING SYSTEM. THE CONTRACTOR SHALL SUBMIT A SHORING PLAN TO THE OWNER AND ENGINEER FOR APPROVAL. DETERMINATION OF WHETHER SHORING IS REQUIRED FOR ANY REPAIRS OR NOT.
 4. PERFORM CONCRETE COLUMN REPAIRS AT LOCATIONS DESIGNATED ON THE DRAWINGS ACCORDING TO THE SPECIFICATIONS AND THE REPAIR DETAIL DRAWINGS.
 5. PERFORM CONCRETE BEAM REPAIRS AT LOCATIONS DESIGNATED ON THE DRAWINGS ACCORDING TO THE SPECIFICATIONS AND THE REPAIR DETAIL DRAWINGS.
 6. PERFORM STAIR REPAIRS AT LOCATIONS DESIGNATED ON THE DRAWINGS ACCORDING TO THE SPECIFICATIONS AND THE REPAIR DETAIL DRAWINGS.
 7. REMOVAL OF LOOSE OVERHEAD CONCRETE THROUGHOUT THE STRUCTURE.
 8. FILL POTHOLES AND TRIP HAZARDS THROUGHOUT THE STRUCTURE.
 9. REMOVE THE ARCHITECTURAL CLADDING FROM THE STRUCTURAL STEEL BEAMS AND SANDBLAST ALL LOOSE RUST AND SCALE FROM THEM AND THEIR CONNECTIONS AT LOCATIONS SHOWN ON THE REPAIR PLANS.
 10. DEMOBILIZE AND SWEEP CLEAN OR POWERWASH ALL AREAS AFFECTED BY THE WORK. THIS INCLUDES CLEANING ALL LIGHT FIXTURES, SIGNAGE, PARKING EQUIPMENT, STAIR TOWERS, ELEVATORS, EXHAUST EQUIPMENT, FIRE PROTECTION SYSTEM, ETC. THAT HAVE BEEN IMPACTED BY THE REPAIR PROCESS.

S0.00 COVER SHEET

S0.01 GENERAL NOTES

S1.01 LOWER LEVEL FLOOR PLAN PART "A"

S1.02 LOWER LEVEL FLOOR PLAN PART "B"

S1.03 UPPER LEVEL SOFFIT PLAN PART "A"

S1.04 UPPER LEVEL SOFFIT PLAN PART "B"

S1.05 UPPER LEVEL FLOOR PLAN PART "A"

S1.06 UPPER LEVEL FLOOR PLAN PART "B"

S1.07 PLAZA LEVEL SOFFIT PLAN PART "A"

S1.08 PLAZA LEVEL SOFFIT PLAN PART "B"

S2.01 REPAIR DETAILS

S2.02 REPAIR DETAILS

S2.03 REPAIR DETAILS

S2.04 REPAIR DETAILS

S3.01 LOWER LEVEL FLOOR PLAN PART "A"

S3.02 LOWER LEVEL FLOOR PLAN PART "B"

S3.03 UPPER LEVEL SOFFIT PLAN PART "A"

S3.04 UPPER LEVEL SOFFIT PLAN PART "B"

S3.05 UPPER LEVEL FLOOR PLAN PART "A"

S3.06 UPPER LEVEL FLOOR PLAN PART "B"

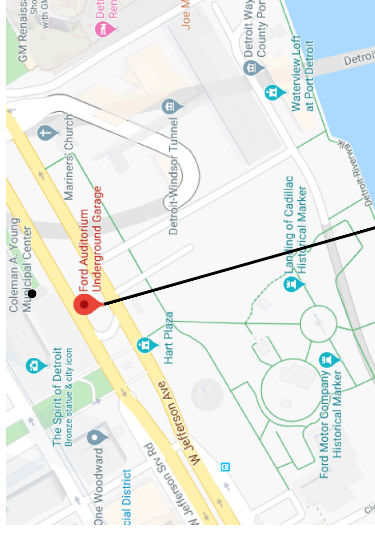
S3.07 PLAZA LEVEL SOFFIT PLAN PART "A"

S3.08 PLAZA LEVEL SOFFIT PLAN PART "B"

SEE NOTE BELOW

NOTE: THE S1.XX SERIES DRAWINGS ARE NOT INCLUDED IN THIS RE-ISSUE FOR ADDITIONAL WORK.

KEY PLAN



FORD UNDERGROUND
PARKING GARAGE

IMMEDIATE PRIORITY STRUCTURAL REPAIRS
OF THE
FORD UNDERGROUND PARKING GARAGE
DETROIT, MICHIGAN



ISSUE	
NO.	DESCRIPTION
1	ADD'L WORK 3/23/23

DRAWING TITLE:
COVER SHEET

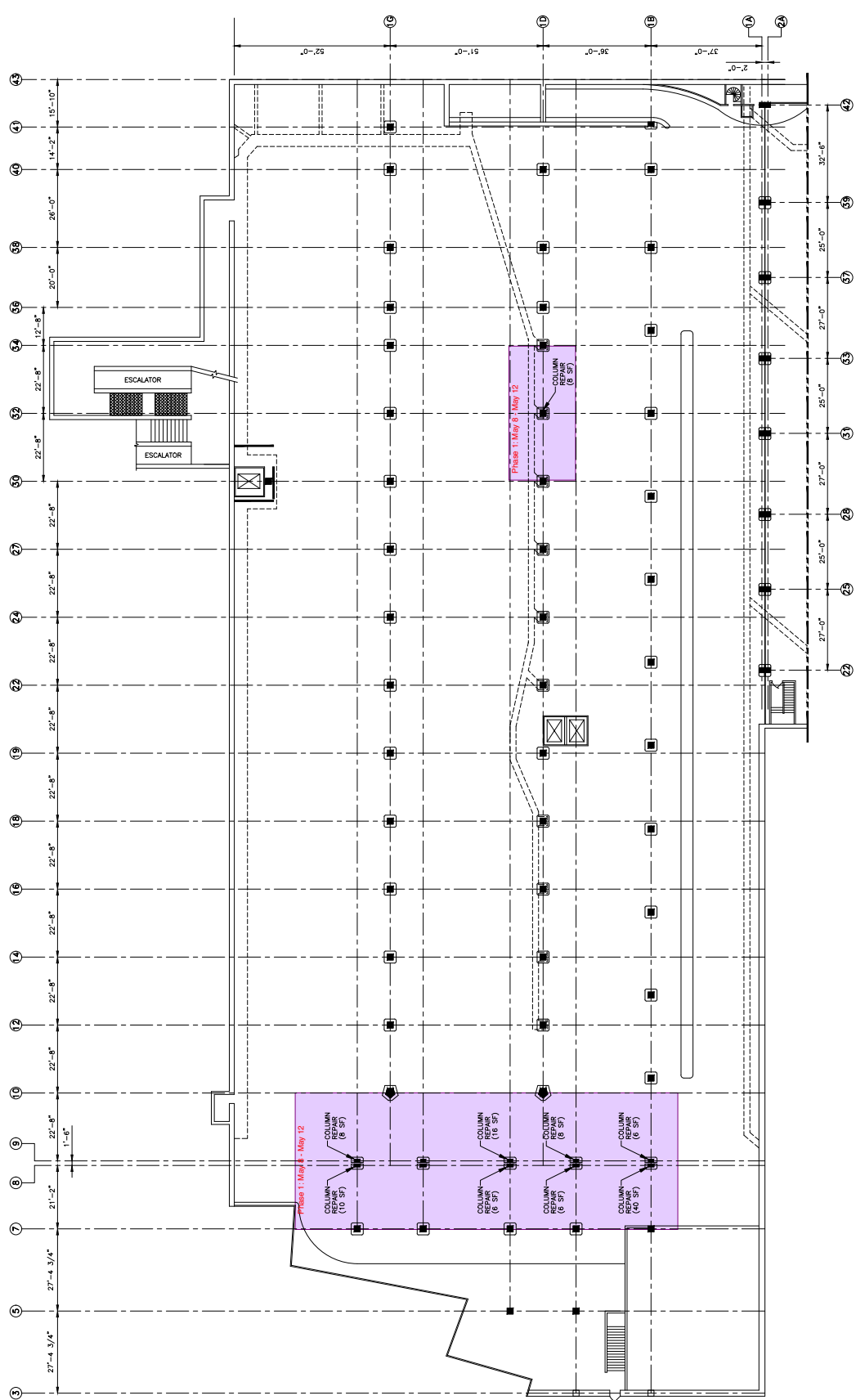
DRAWING NO.	\$0.00
SCALE	NONE
DATE	03/20/23
PROJECT NO.	51-22112
DES. DRWN. CDD.	
ISS.	

ISSUE	
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100	ADD'L WORK 3/23/22

DRAWING TITLE:
LOWER LEVEL FLOOR PLAN
PART "A"

DRAWING NO:
S3.01

DATE: 1/18/11-07
PROJECT NO: 51-28140
DES. DRWN. C'D. BY: EJD



NOTES:
1. FOR GENERAL NOTES, SEE DRAWING S0.01
2. FOR COLUMN REPAIRS, SEE DETAIL 1, DWG S2.01
3. knockdown any loose concrete on vertical or horizontal surfaces

LOWER LEVEL FLOOR PLAN PART "A"

- NEW DRAWING NOT PREVIOUSLY ISSUED

DATE: 03/10/23
PROJECT NO: 51-28140
DES. DRWN. C'D. BY: EJD

ISSUE	
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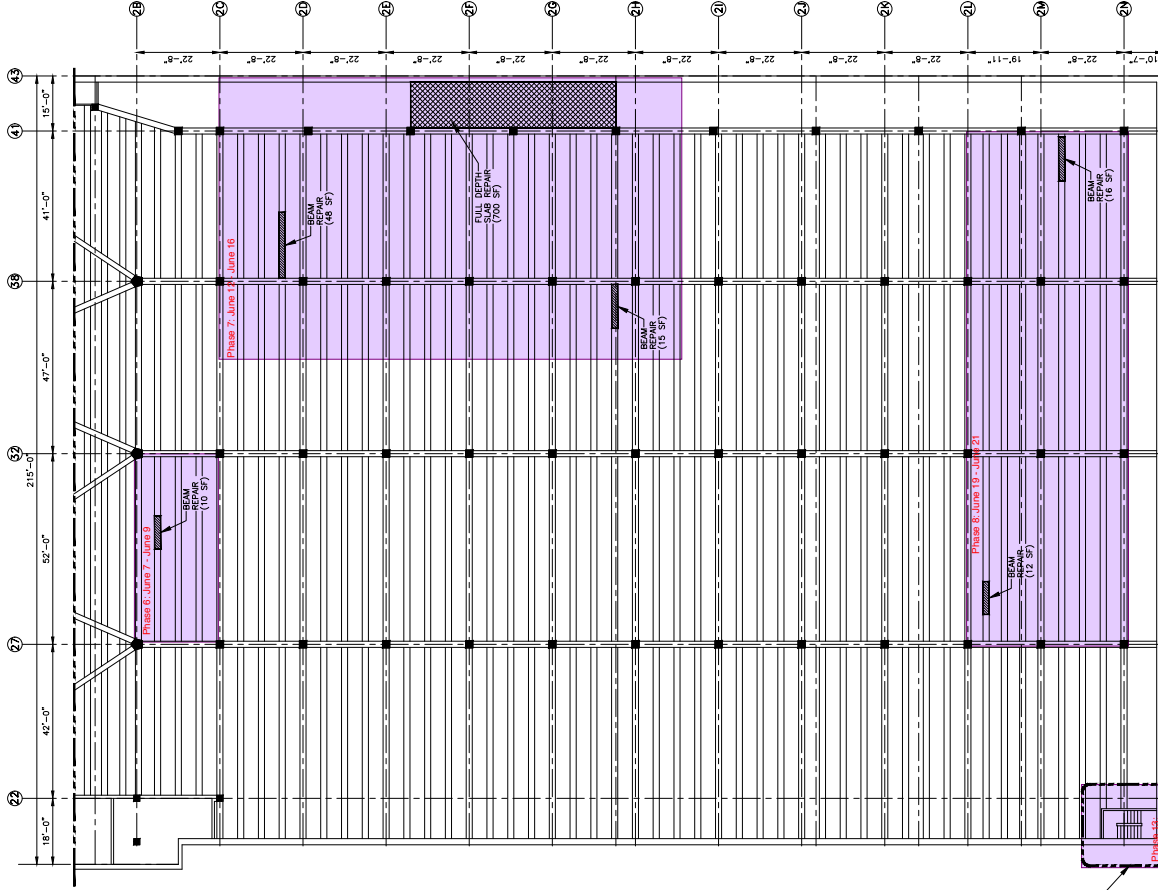
DRAWING TITLE:
UPPER LEVEL SOFFIT PLAN PART "B"

DRAWING NO.
S3.04

DATE: 1/16-11-07
SCALE: 1/8"=1'-0"
PROJECT NO: 51-28140
DES. DRWN. CTRD.
E.D. EAD I. MWT

- NOTES:
- FOR GENERAL NOTES, SEE DRAWING S0.01
 - FOR BEAM REPAIRS, SEE DETAIL 2, DWG S2.01
 - FOR FULL DEPTH SLAB REPAIRS, SEE DETAIL 5, DWG S2.04
 - INDICATED REPAIRS TO BE CAST IN PLACES CONCRETE ON VERTICAL OR OVERHEAD SURFACES

▲ - NEW DRAWING NOT PREVIOUSLY ISSUED



REPAIRS IN THIS DRAWING ARE IDENTIFIED ON THIS SKETCH ISSUED ON MARCH 6, 2023.

UPPER LEVEL SOFFIT PLAN PART "B"



IMMEDIATE PRIORITY STRUCTURAL REPAIRS
OF THE
FORD UNDERGROUND PARKING GARAGE
DETROIT, MICHIGAN

ISSUE	

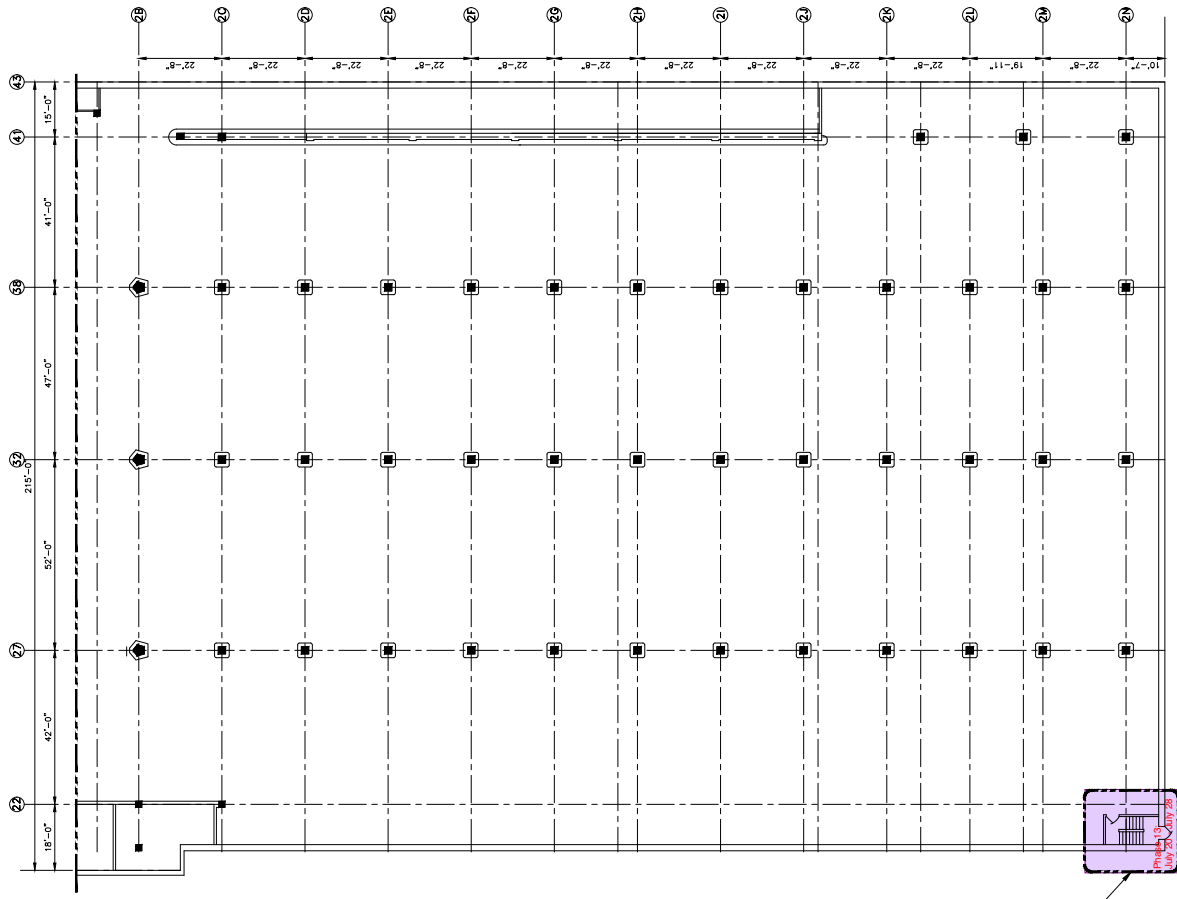
DRAWING TITLE:
UPPER LEVEL FLOOR PLAN PART "B"

DRAWING NO. **S3.06**
DATE: 1/18/11
SCALE: 1/16"=1'-0"

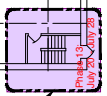
PROJECT NO: 51-26140
DES. DRWN. CONT.
EID I MW

- NOTES:
1. NO REPAIRS ARE IDENTIFIED ON THIS DRAWING
 2. FOR GENERAL NOTES, SEE DRAWING S3.01
 3. REPAIRS TO ANY LOOSE CONCRETE ON VERTICAL OR CURB/SIDE SURFACES

△ - NEW DRAWING NOT PREVIOUSLY ISSUED



REVISIONS IN THIS DRAWING ARE IDENTIFIED ON THIS SHEET ON MARCH 6, 2023.



ISSUE	
NO.	DESCRIPTION
1	ADD'L WORK 3/23/23
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45	ADD'L WORK 3/23/23

DRAWING TITLE:
PLAZA LEVEL SOFFIT PLAN
PART "A"
DRAWING NO:
S3.07

DATE: 1/18-1-07
PROJECT NO: 51-28140
DES: DRWL: CRTD:
EJD I MW



REPAIR AND PAINT THE FORCED SURFACES OF THE WEST HALF OF THE TOWER (4) END CONNECTIONS PER THE SPECIFICATIONS

- NOTES:
1. FOR GENERAL NOTES, SEE DRAWING S0.01
 2. FOR BEAM REPAIRS, SEE DETAIL 2, DWG S2.01
 3. FOR FINISHING REQUIREMENTS, SEE SPECIFICATIONS
 4. REPAIRS TO BE DONE ON CONCRETE ON VERTICAL OR OVERHEAD SURFACES

PLAZA LEVEL SOFFIT PLAN PART "A"

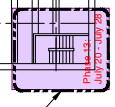
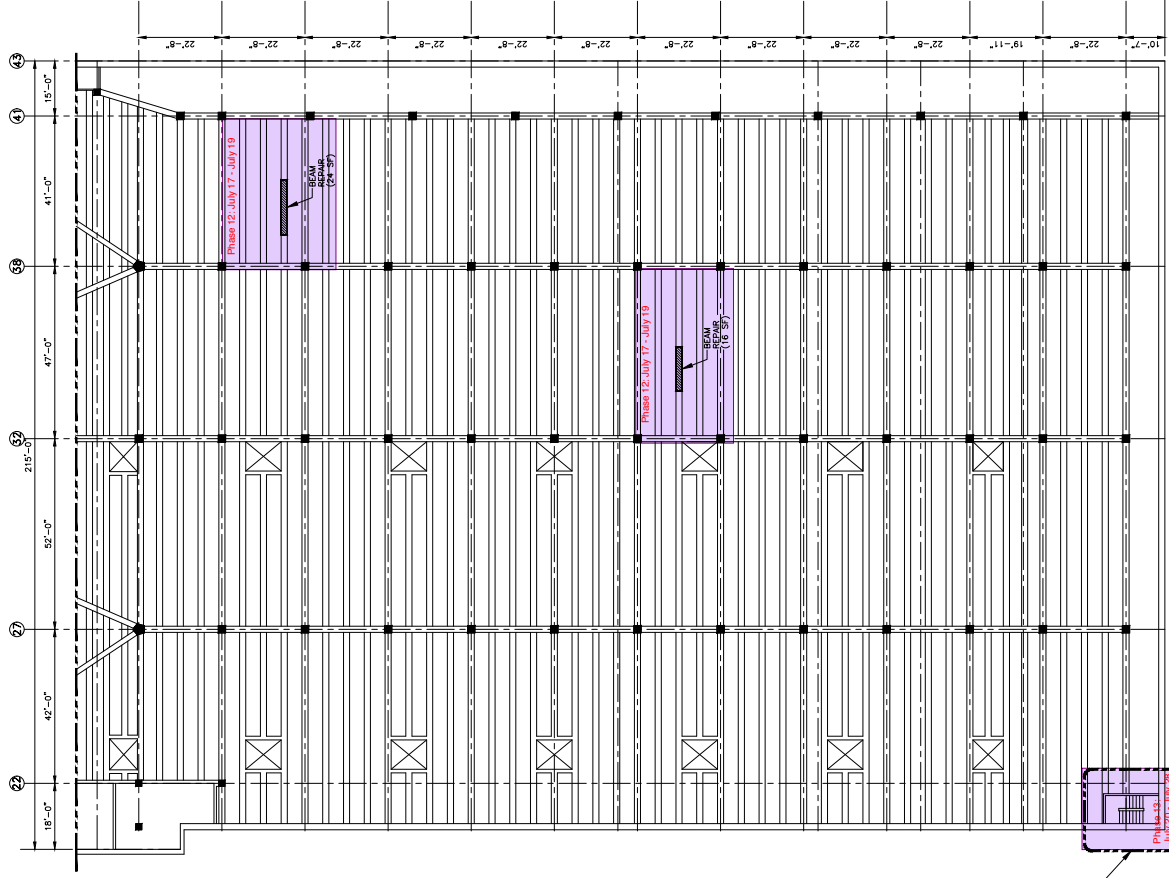
- NEW DRAWING NOT PREVIOUSLY ISSUED

ISSUE	
NO.	DESCRIPTION
1	ADD'L WORK 3/23/22

DRAWING TITLE:	PLAZA LEVEL SOFFIT PLAN PART "B"
DRAWING NO.:	S3.08
DATE:	1/18-1-07
PROJECT NO.:	51-22140
DES.:	DRWN.:
BY:	CHK.:

- NOTES:
- FOR GENERAL NOTES, SEE DRAWING S3.01
 - FOR BEAM REPAIRS, SEE DETAIL 2, DWG S3.01
 - KNOCKDOWN ANY LOOSE CONCRETE ON VERTICAL OR CURB/SOFT SURFACES

△ - NEW DRAWING NOT PREVIOUSLY ISSUED



REVISIONS TO THIS DRAWING ARE IDENTIFIED ON THIS SHEET ISSUED ON MARCH 8, 2022.

PLAZA LEVEL SOFFIT PLAN PART "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 East South Blvd Suite 200 Rochester Hills MI 48307	CONTACT NAME: Christine Phillips PHONE (A/C, No, Ext): (248) 519-1422 E-MAIL ADDRESS: cphillips@ghbh.com		FAX (A/C, No): (248) 519-1401
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED RAM Construction Services of Michigan, Inc DBA RAM Construction Services 13800 Eckles Road Livonia MI 48150	INSURER A: The Travelers Indemnity Co. A++ XV		25658
	INSURER B: Travelers Prop Cas Co. Amer A++ XV		25674
	INSURER C: The Standard Fire Ins. Co. A++ XV		19070
	INSURER D: Federal Insurance Co. A++ XV		20281
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23-24 Annette

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		VTC2KCO3L210068IND23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> XCU Coverage Included						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
b	AUTOMOBILE LIABILITY			VTJCAP3L21007ATIL23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							PIP-Basic	\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		CUP459656042325	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 15,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 15,000,000	
	DED	RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5R4771712325R	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	UB5R4768072325K	1/1/2023	1/1/2024		E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Inland Marine			06696099	1/1/2023	1/1/2024	Leased/Rented Equipment	\$450,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: MIC-210816, Ford Underground Garage, 30 E. Jefferson Avenue, Detroit, MI. Restoration and Structural Repairs. City of Detroit Building Authority, City of Detroit, Municipal Parking Department and Detroit Grand Prix are an Additional Insured for General Liability when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of City of Detroit Building Authority for General Liability when required by written contract.

CERTIFICATE HOLDER

tclifton@detroitmi.gov

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/PHILLI 

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ACORD 25 (2014/01)

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INS025 (201401)