## AMENDMENT NO. 6 TO CITY OF DETROIT BUILDING AUTHORITY

### CONSTRUCTION SERVICES AGREEMENT WITH RAM CONSTRUCTION SERVICES

THIS AMENDMENT AGREEMENT NO. 6 (hereinafter called "Amendment No. 6"), dated as of this 5th day of June, 2025 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").

#### WITNESSETH:

WHEREAS, on December 19, 2019, Contractor and the Authority did heretofore enter into a Design/Build Services Agreement (the "Contract") to provide for the development, engineering, and construction for immediate priority structural repairs at the Ford Underground Parking Garage (the "Project"); and

WHEREAS, on April 20, 2023, Contractor and the Authority did hereto enter Contract Amendment No. 1 for additional structural repairs, new electrical restroom heaters, new safety stair tread nosings, roofing plumbing repairs, and exterior marble façade repairs at Ford Underground Parking Garage; and

WHEREAS, on May 23, 2023, Contractor and the Authority did hereto enter into Contract Amendment No. 2 for structural shoring of the Detroit Grand Prix Grandstand and Pedestrian Bridge; and

WHEREAS, on October 26, 2023, Contractor and the Authority did hereto enter into Contract Amendment No. 3 for the structural rehabilitation of exit ramps at Ford Underground Parking Garage; and

WHEREAS, on February 22, 2024, Contractor and the Authority did hereto enter into Contract Amendment No. 4 for the cleaning, prepping and painting of the walls and restriping of the parking stalls, along with the repair and replacement of the east side sump pump and sump pump control panel in the Ford Underground Parking Garage; and

WHEREAS, on March 21, 2024, Contractor and the Authority did hereto enter into Contract Amendment No. 5 for repairs and improvements to the Ford Underground Parking Garage Lobby and for the 2024 Grand Prix Shoring; 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 for the structural shoring for the 2025 Detroit Grand Prix for the grandstand and pedestrian bridge that sits on top of the Ford Underground Parking Garage; 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 One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) in the compensation payable to the Contractor, for the costs associated with additional construction services provided on the Project as referenced in Exhibit A-6 attached hereto, thereby increasing the total compensation payable to an amount not to exceed One Million Six Hundred Fifty Five Thousand Two Hundred Fifty Eight and 00/100 Dollars (\$1,655,258.00).
- 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. 6 and any of the provisions of the Contract, the provisions of this Amendment No. 6 shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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.

Jessica Parker

Its: Chairman

Christopher T. Jackson

Its: Treasurer

**RAM CONSTRUCTION SERVICES,** a Michigan corporation

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Its: Robert A. Mazur, Vice President

**APPROVED AS TO FORM:** 

General dounsel

City of Detroit Building Authority

#### **EXHIBIT A-6**

#### ADDITIONAL SCOPE OF WORK

Contractor's scope of work is expanded to include the following at Ford Underground Parking Garage:

• 2025 Grand Prix Shoring – shore Grandstand and Pedestrian Bridge



March 5, 2025

Detroit Building Authority 2 Woodward Ave #1316 Detroit, MI 48226

Attention:

Mr. Tyrone Clifton

Regarding:

Ford Underground Parking Deck

Grand Prix, Emergency Shoring - 2025

Detroit, MI

Dear Mr. Clifton,

In answer to your request, we propose to furnish all labor, material, equipment, supervision and insurance to complete the following scope of work on the above captioned project.

- Mobilize the site with labor, materials, and equipment.
- Install traffic control (adequate signage and barricades) to shut the garage down while shores are installed. This will be maintained until the shores are removed.
- Procure and deliver up to eighty-four (84) tower shores, fourteen (14) post shores, and one (1) stand-alone shoring frame.
- Erect and install shores per SME layout and design (dated 05-05-23). This quote covers up to four (4) weeks of rental costs.
- After the grand prix, collapse and demobilize all shores and equipment.

This scope of work can be completed for the sum of: ......\$160,000.00

**Note:** Quote includes minor maintenance / addressing fallen shores as needed. RAM anticipates a two (2) week duration to install the shores, and likely another two (2) weeks to remove the shores. Schedule TBD.

Thank you for the opportunity to be of service. Please feel free to contact me with any questions or concerns.

Respectfully,

RAM Construction Services of Michigan, Inc.

Anthony Zanni

### **Engineering Report**

April 25, 2025

Jordan Roberts, P.E. President J. A. Roberts Co. Shelton, CT

Via Email: Jordan.Roberts@jarobertsco.com

#### Subject

**25.024 Detroit Grand Prix Grandstand** 30 E Jefferson Ave and Bates St

Detroit, MI 48226

STRUCTURAL

Design

Forensic

Inspections

Evaluations Manufacturing

Commercial Residential

Industrial

S.E. P.E.

MI NC CA SC

OH FL IN GA

PA AR

TX LA NE DE

CT

Dear Jordan,

We have completed a cursory visual review of the existing concrete framing of the below-grade parking structure located at the corner of E. Jefferson Avenue and Bates Street in Detroit, Ml. Additionally, we performed engineering analysis in accordance with the project requirements to evaluate the structure's capacity to support temporary loading from a grandstand and a pedestrian bridge crossing Bates St, to be installed over the garage roof for the Detroit Grand Prix event scheduled for May/June 2025.

Design and safety of the grandstand and pedestrian bridge was outside of the scope of services and is therefore the responsibility of others.

This report summarizes our findings and conclusions. We appreciate the opportunity to contribute to this project. Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Roland Bogdani, P.E., S.E.

RBogdani@BogdaniConsulting.com

BOGDANI CONSULTING, PLLC

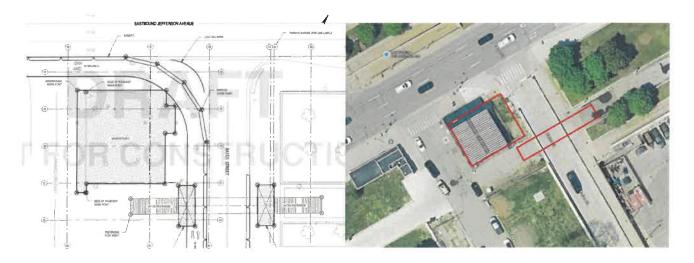
#### Reference Documents

We relied on the following reference documents:

- Drawing titled Bates Ped Bridge Elevation View, originated by HNTB, dated 07/14/22.
- Drawing titled Bates Ped Bridge Plan Location, originated by HNTB, dated 07/14/22.
- Drawing titled Belle Isle Pedestrian Bridge, originated by Kehrig Steel, Inc., dated 03/07/2023.
- Email correspondence between Ed Detullio, of DESMAN, and Colin Dempsey of J.A. Roberts Co. and Nate Sexton of SME.
- Email correspondence between Tyrone Clifton of City of Detroit, Colin Dempsey, and Nate Sexton dated 05/09/2023.
- Letter titled Detroit Grand Prix Grandstand #4, Project #20112706, originated by The Watkins Partnership, Inc., dated 04/28/23.
- Letter titled Grand Prix Pedestrian Bridges, originated by Chaves Associates, Inc., dated 04/18/2023.
- Drawings titled THE DETROIT CIVIC CENTER, originated by Crane Kiehler & Kellogg and O'Dell Hewlett & Luckenbach Architects, dated 11-15-56

#### Background

The proposed grandstand and pedestrian bridge will be constructed at the location illustrated below (refer to Ford Underground Garage – Supplemental Shoring Plan, prepared by J.A. Roberts Co.).



Left: Partial view of Sheet GA-101, showing the proposed location of the grandstand and pedestrian bridge. Right: Satellite image depicting the approximate location outlined in red.

The existing structure is a two-level, below-grade parking garage constructed circa 1956. The garage consists of integrally cast, cast-in-place concrete slabs, beams, girders, and columns. Roof framing—observed from the upper garage level—

supports approximately 2.5 feet of soil in the area designated for the grandstand (based on previous subsurface testing, by others) and paved roads that accommodate vehicular traffic.

Per the original construction drawings:

"Live load for parking garage floors and planting areas: 80 pounds per square foot. Live load for sidewalks and flagstone areas: 250 pounds per square foot, reduced to 200 pounds over long span beams and to 150 pounds over girders and columns. Beams and slabs under pavements designed for H15 highway loading in plaza area, and H20 loading under Jefferson Ave..."

#### Condition Assessment

On April 16, 2025, we conducted a site visit to assess the condition of both the upper and lower levels of the garage directly beneath the proposed locations of the grandstand and pedestrian bridge. The objective was to identify any damage that could be considered structurally significant and to document the existing conditions (refer to Appendix A for observations made). Overall, the concrete structural elements were in fair condition, with localized areas exhibiting deterioration, including cracking, spalled concrete, exposed and corroding reinforcing steel, and water infiltration. Affected elements included slabs, beams, girders, and columns.

#### **Analysis and Conclusions**

According to the letter by Chaves Associates, Inc., the pedestrian bridge will exert a pressure of 333 psf on the pavement or soil. We have presumed this to include the weight of the pedestrians on the bridge, therefore our analysis considered this load as a live load.

According to The Watkins Partnership letter, the grandstand weight is 15 psf dead load and designed to support a live load of 100 psf.

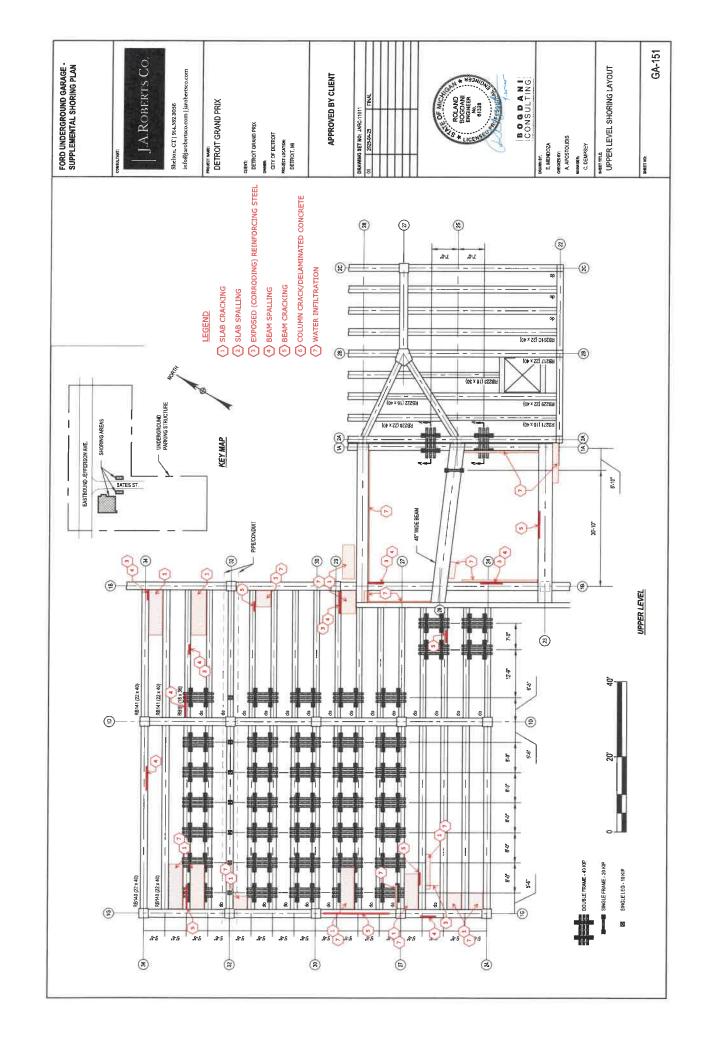
Per the City of Detroit's directive, based on input from their structural engineering consultant, Desman Design, the two parking levels should be shored to provide added measure of safety for the grandstand and the pedestrian bridge. To be conservative, our analysis of the shoring system presumed there is no reserve capacity in the existing structure to support the grandstand and pedestrian bridge. Therefore, all dead and live loads from the grandstand and pedestrian bridge would be carried entirely by the shoring and reshoring system.

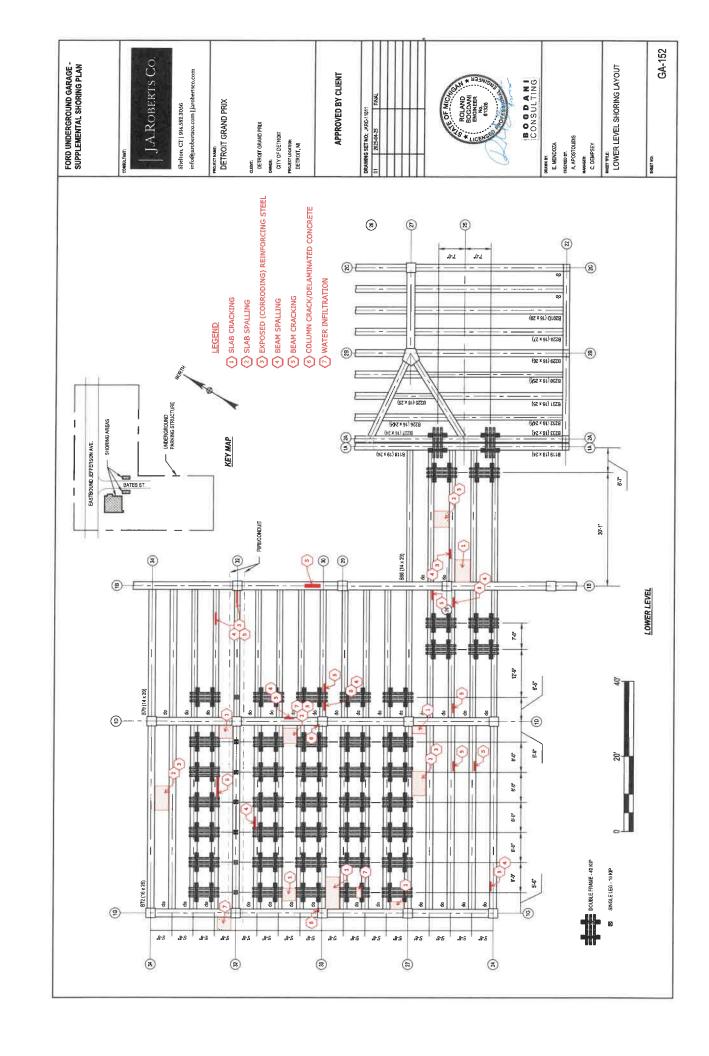
#### Limitations and User Reliance

The evaluation of the existing structure requires that certain presumptions be made regarding the existing conditions, including as-built conditions, material strength, concealed conditions, and inaccessible areas. Therefore, Bogdani Consulting (BC) cannot be held responsible for any latent deficiencies which may exist in the structure, but which have not been discovered as a part of the scope of this evaluation. The opinions and recommendations in this report are also based on the information provided by the Client and limited field observations. The report does not address any other portion of the structure other than the referenced items, nor does it provide any warranty, either expressed or implied, for any portion of the existing building.

BC was engaged by the Client to perform this assessment. The engagement agreement specifically states the scope and purpose of the assessment, as well as the contractual obligations and limitations of both parties. This report and the information therein are for the exclusive use of the Client. This report has no other purpose and may not be relied upon, or used, by any other person or entity without the written consent of BC. Third parties that obtain this report, or the information therein, shall have no rights of recourse or recovery against BC.

Appendix A – Condition Assessment





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SHEET NO	SHEET TITLE	DATE	ĮĮ.
GN-001	GENERAL NOTES AND INDEX OF DRAWINGS	2025-04-25	2
GA-101	GENERAL PLAN	2025-04-25	5
GA-151	UPPER LEVEL SHORING LAYOUT	2025-04-25 01	ε
GA-152	LOWER LEVEL SHORING LAYOUT	2025-04-25 01	2
GA-301	SHORING DETAILS	2025-04-25 01	5

## GENERAL NOTES

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- IT IS INDESCTOD AND AGREED THAT THESE DRAMMOS MER NOT ARCHITECTURAL OR BROAMEREME FORMERO FAME PROLITIZED AS SUCH THESE PRAVIMICS AND REPREMED BASED ON CONTESTA AND CERTAIN SITE AND RELD ASSUMPTIONS PROVIDED BY THE CLIEB THAT AND REPREMED BY THE CLIEB THAT AND REPREMED BY THE COLOR THAT AND ALL AND AND ALL AND ALL AND ALL AND ALL AND AND ALL AND AND ALL AND AND AND AND AND AND ALL AND AND AND AND AND AN
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    - THESE DRAWINGS ARE NOT INTENDED TO SERVE AS A SUBSTITUTE FOR STAMPED ARCHITECTURAL OR ENGINEERING DRAWINGS.
- UNIESS AND UNTI, MARKED YAPROVED BY CLEHT, THE DRAWINGS ARE NOT TO BE USED FOR ANY PURPOSE. USE OF THESE DARWINGS SHALL CONSTITUTE ACCEPTANCE OF THESE GENERAL NOTES.
  - THE CLIENT SHALL FOLLOW PROJECT SPECIFICATIONS, MANUFACTURERS
    RECOMMENDATIONS, AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS AT
    ALL TIMES.
- PROJECT SPECIFICATIONS, MANUFACTURERS RECOMMENDATIONS, AND ALL APPLICABLE. LOGAL, STATE, AND FEDERAL REGULATIONS TAKE PRECEDENCE OVER THE INFORMATION PROVIDED IN THESE DRAWINGS. 8. JARC IS NOT RESPONSIBLE FOR IMPACTS TO THE OPERATION THAT RESULT FROM DIFFERING SITE CONDITIONS,
- JARC IS NOT RESPONSIBLE FOR MEANS AND METHODS THAT DEVIATE FROM THESE DRAWINGS.
- 10. SHOULD REDYSIONS BE MADE, JARG WILL COMMUNICATE REDYSIONS TO THE CLIENT THROUGH SUBSEQUENT DRAWING VERSIONS. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT WORK IS PERFORMED IN COMPORANIOE WITH THE LATEST VERSION.

# SUPPLEMENTAL SHORING NOTES

- NOMINAL DESIGN LOADS USED FOR SUPPLEMENTAL SHORING DESIGN ARE INDICATED ON THE DRAWNINGS.
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  - 4. SHORING SHALL BE PLACED AS SHOWN ON THE DRAWINGS.
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  - PRIOR TO ERECTRON, ALL SHORINS EQUIPMENT SHALL BE INSPECTED TO VERBY! IT CONFORMS TO THE TYPE OF EQUIPMENT SPECIFIED ON THE SHORING CONTRACTOR'S APPROVED LAYOUT AND ENGENEER'S DESIGN SHORING DRAWING, SHEET GA-301.
- ALL VERTICAL SHORING EQUIPAENT SHALL BE PLUMB IN BOTH ORTHOGONAL DIRECTIONS. UNI ESS OTHERWISE SPECIFIED IN THE LAYOUT, MAXIMUM DEVATION FROM THE VERTICAL CENTERLINE OF THE LEG IS IN BINCH IN 3 FEET.
- ERECTED SHORING EDUIPMENT THAT IS DAMAGED OR WEAKENED SHALL BE IMMEDIATELY REMOVED AND REPLACED.
- FOLLOWING THE GRAND PRIX EVENT, TEMPORARY SHORING SHALL BE PROMPTLY REMOVED IN ACCORDANCE WITH CITY OF DETROIT REQUIREMENTS.

# FORD UNDERGROUND GARAGE - SUPPLEMENTAL SHORING PLAN

J.A.ROBERTS CO.

info@jarobertsco.com { jarobertsco.com Shelton, CT | 914.582.3056

MOJECT NAME: DETROIT GRAND PRIX

CLENT: DETROIT GRAND PRIX

OWNER: CITY OF DETROIT

PROJECT LOCATION: DETROIT, MI

## APPROVED BY CLIENT

DRAWING SET NO: JARC-11011 01 2025-04-25

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BOGDAN:

PRAWN BY E. MENDOZA

CHECKED BY:
A, APOSTOLIDIS

C, DEMPSEY

WEET TITLE:
NOTES AND INDEX OF DRAWINGS

GN-001

SHEET NO.

