

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
WCI CONTRACTORS, INC.**

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 23rd day of May, 2024 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 WCI Contractors, Inc., a Michigan domestic profit corporation, located at 20210 Conner Street, Detroit, Michigan 48234 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on February 22, 2024, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") to renovate and improve the 34-acre Alfred Brush Ford Park located in the Jefferson-Chalmers neighborhood (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 **reduce** Contractor's budget to meet additional environmental technical oversight services needed on the Project; 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 a **decrease** in the total compensation of the Contract by Six Hundred Thirty Six Thousand Seven Hundred Ninety Four and 00/100 Dollars (\$636,794.00) thereby decreasing the total contract to an amount not to exceed Seven Million Eight Hundred Sixty Three Two Hundred Seven and 00/100 Dollars (\$7,863,207.00) in the compensation payable to the Contractor which includes an owner-controlled contingency amount of Five Hundred Thousand Nine and 00/100 Dollars (\$500,009.00).
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. 1 and any of the provisions of the Contract, the provisions of this Amendment No. 1 shall control.

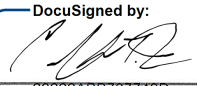
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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


DocuSigned by:
By: 
5C697FB25D07410...
Hakim W. Berry

Its: Chairman

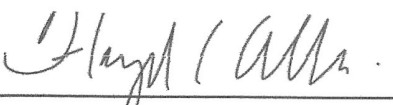
DocuSigned by:
By: 
29222ABB737749D...
Christopher T. Jackson

Its: Treasurer

WCI Contractors, Inc., a Michigan domestic profit
corporation.

By: 
Thomas A. Maliszewski III
Its: Vice - president

APPROVED AS TO FORM:


General Counsel
City of Detroit Building Authority



Bid Tabulation Summary
A.B. Ford Park SNF Renovation
City of Detroit Building Authority

				WCI Contractors	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
A. Setup and Preparation					
1	Mobilization (5% Max)	1	LSUM	\$355,000.00	\$355,000.00
2	General Conditions	1	LSUM	\$295,000.00	\$295,000.00
3	Traffic Control and Signage	1	LSUM	\$21,400.00	\$21,400.00
4	Permits (Cash Allowance)	10,000	DLR	\$1.00	\$10,000.00
5	Erosion Control, Silt Fence	2,986	FT	\$4.00	\$11,944.00
6	Erosion Control, Inlet Protection, Fabric Drop	17	EA	\$160.00	\$2,720.00
7	Pre-Construction Audio-Visual Survey	1	LSUM	\$6,000.00	\$6,000.00
Sub-total Setup and Preparation					\$702,064.00
B. Tree Removal					
8	Clearing and Grubbing	27	AC	\$1,950.00	\$52,650.00
9	Tree, Rem, 6"-18"	140	EA	\$670.00	\$93,800.00
10	Tree, Rem, 19"-36"	68	EA	\$1,500.00	\$102,000.00
11	Tree, Rem, 37" or Larger	43	EA	\$2,500.00	\$107,500.00
11a	Tree Chippings Export	2,000	CYD	\$28.00	\$56,000.00
11b	Fence, Remove	1,245	LFT	\$10.00	\$12,450.00
Sub-total Tree Removal					\$424,400.00
C. Demolition					
12	Remove Concrete Sidewalk	3,500	SYD	\$13.00	\$45,500.00
13	Remove HMA Pavement	1,460	SYD	\$10.00	\$14,600.00
14	Clean and Televiser Storm Sewer System	1	LSUM	\$26,500.00	\$26,500.00
15	Remove Playscape	2	EA	\$18,800.00	\$37,600.00
16	Remove Pavilion	2	EA	\$5,000.00	\$10,000.00
17	Remove Existing Picnic Table	3	EA	\$250.00	\$750.00
18	Remove Existing Bench	8	EA	\$250.00	\$2,000.00
19	Clean and Repair Storm Drains/Pipe (Along River)	36	EA	\$1,100.00	\$39,600.00
Sub-total Demolition					\$179,950.00
D. Soil Remediation					
20	Import Clean Fill (18" Depth)	74,825	CYD	\$26.00	\$1,945,450.00
21	6" Topsoil and Fine Grading	129,250	SYD	\$7.70	\$995,225.00
22	Seed, MDO Class 'A'	129,250	SYD	\$1.70	\$219,725.00
23	Watering and Cultivating, 1st Year	1	LSUM	\$190,000.00	\$190,000.00
24	Demarcation Barrier	129,250	SYD	\$1.50	\$193,875.00
25	Remove and Replace Native Material	4,660	CYD	\$38.75	\$177,250.00
26	Export Material	2,500	CYD	\$8.75	\$21,875.00
Sub-total Soil Remediation					\$3,737,405.00
E. Paving and Earthwork Materials					
27	Concrete Walkways, 4 Inch	21,098	SFT	\$9.50	\$200,431.00
28	Concrete Amenity Pads, 4 Inch	5,103	SFT	\$10.25	\$52,305.75
29	Concrete Riverwalk Sidewalk, 6 Inch	33,200	SFT	\$11.25	\$373,500.00
30	Asphalt Parking Lot 2" Mill and Overlay	5,186	SYD	\$24.00	\$124,464.00
30a	Repairs to Lenox Parking Lot	1	LSUM	\$20,000.00	\$20,000.00
31	Parking Lot Striping & Signs	1	LSUM	\$3,700.00	\$3,700.00
32	Remove and Install New Riverwalk Ornamental Steel Handrail	2,700	LFT	\$135.00	\$364,500.00
33	Flowering Tree, 2" Cal	184	EA	\$1,170.00	\$215,280.00
34	Crushed Limestone Plaza	3,747	SFT	\$7.00	\$26,229.00
35	Concrete Curb	152	LFT	\$57.00	\$8,664.00
Sub-total Paving and Earthwork Materials					\$1,389,073.75
F. Amenities and Landscaping					
36	6" Black Vinyl Fencing	1,615	LFT	\$83.00	\$134,045.00
37	10" Black Vinyl Fencing w/ Maintenance Strip	0	LFT	\$180.00	\$0.00
38	Play Sand	261	CYD	\$165.00	\$43,065.00
39	Geotextile Fabric	785	SYD	\$3.00	\$2,355.00
40	Warble Chimes	1	EA	\$9,500.00	\$9,500.00
41	Kundu Drum	1	EA	\$2,970.00	\$2,970.00
42	Kettle Drum	1	EA	\$2,970.00	\$2,970.00
43	Tongue Drum	1	EA	\$5,500.00	\$5,500.00
44	Cascata Bells	1	EA	\$8,100.00	\$8,100.00
45	Skate Path Construction	0	ALLOW	\$100,000.00	\$0.00
46	Tennis Court	0	EA	\$36,900.00	\$0.00
47	Pickleball Courts	0	EA	\$22,800.00	\$0.00
48	Nature Play Area	1	ALLOW	\$100,000.00	\$100,000.00
49	Bench A	4	EA	\$1,500.00	\$6,000.00
50	Bench B	17	EA	\$2,150.00	\$36,550.00
51	Picnic Table	16	EA	\$4,400.00	\$70,400.00
52	Trash Receptacle	12	EA	\$2,500.00	\$30,000.00
53	Bike Rack	6	EA	\$350.00	\$3,300.00
54	Bike Repair Station	1	EA	\$2,400.00	\$2,400.00
55	Swinging Bench	13	EA	\$4,950.00	\$64,350.00
56	Small 20' x 20' Shelter	1	EA	\$81,300.00	\$81,300.00
57	Large 30' x 40' Shelter	1	EA	\$138,400.00	\$138,400.00
58	Large Grill	1	EA	\$1,300.00	\$1,300.00
59	Small Grill	3	EA	\$700.00	\$2,100.00
60	Bench Shelter	0	EA	\$24,800.00	\$0.00
61	Coal Bin	4	EA	\$1,200.00	\$4,800.00
62	Monofilament Fishing Line Receptacle	5	EA	\$300.00	\$1,500.00
63	Tree Grate	12	EA	\$7,650.00	\$91,800.00
Sub-total Amenities and Landscaping					\$842,705.00
G. Lighting					
64	Design Build Lighting Expansion	1	LSUM	\$91,000.00	\$91,000.00
Sub-total Lighting					\$91,000.00
H. Miscellaneous					
65	Additional Services	0	DLR	\$1.00	\$0.00
Sub-total Miscellaneous					\$0.00
Total = A+B+C+D+E+F+G+H					\$7,363,197.75
				Contingency	\$500,008.25
				Sub Total	\$7,863,206.00
				Construction Observation	\$128,600.00
				Environmental Services	\$507,194.00
				Total	\$8,500,000.00