ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS
DDA RIVERFRONT PROPERTY: DESIGN-BUILD SEAWALL RECONSTRUCTION
associated with the
City of Detroit DDA’s LAND ASSEMBLY PROJECT
RFP- 2020-DDASeawall-001

The DDA, consistent with Section II article H, hereby issues this Addendum No. 1 incorporating the following documents and information into the RFP:

1. **Test Soil Boring SB-04** completed 12/17/2017 - The attached boring report is issued for the purposes of this RFP as a representative sample of the soils along the frontage of the DDA Parcel. The DDA does not warrant or represent that the conditions contained in the boring report are consistent in every location along the river frontage. The final engineered design shall not in any way rely on the information contained in this soil boring report.
   The submitted Proposal shall include all the cost of all additional soil boring information required and deemed necessary by the Proposer and governing agencies to confirm and obtain permits for the Proposer’s final engineered design of the reconstructed seawall.

2. **Site Inspection** - The DDA shall conduct a site inspection tour of the project on **February 5, 2020 at 1:30 PM**.
   All representatives attending shall provide the DDA representative a signed waiver (refer to the attached form) upon entering the project site.

3. **River Walk Extension** – Proposers are advised to also inspect the construction of the existing river walk on the adjacent properties (west & east) as representative of the River walk extension to be constructed by the Riverfront Conservancy along the reconstructed seawall.

4. **Sign-in Sheet** – February 27, 2020 Pre-proposal meeting

The general character of the Services associated with this Addendum shall be the same as specified in the Request for Proposals for similar Services. Incidental Work necessitated by this Addendum shall be included in the Proposal, even though not specifically mentioned.

*This Addenda must be acknowledged in the Proposer’s Competitive Proposal.*

PROPOSAL Submittal Date remains unchanged: **March 26, 2020 4 PM**
RIGHT OF ENTRY AGREEMENT
AND
RELEASE AND WAIVER OF LIABILITY

EACH AND EVERY PERSON ENTERING THE PROPERTY IN CONNECTION WITH THE PRE-PROPOSAL INSPECTION OF THE PROPERTY, MUST SIGN AND ACCEPT THE TERMS OF THIS AGREEMENT PRIOR TO ENTERING THE PROPERTY

In consideration of being granted the right to access and inspect the property located at:

1351 W. Jefferson in Detroit, MI (the “Property”)

which is the site of the proposed construction site for the reconstruction of the existing seawall as described in the City of Detroit Downtown Development Authority’s (DDA) Request for Proposal RFP-2020-DDASeawall-001 associated with the DDA’s LAND ASSEMBLY PROJECT

The Undersign understands, agrees and warrants as a condition of this permission to enter the Property on:

March 5, 2020

that:

1. The Undersigned has been advised that there are portions of the site that have unstable ground (sinkholes) which may not be mark.
2. The Undersigned hereby assumes all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of my presence at the Property (including, but not limited to, during my participation site tours including those caused as a result of negligence on the part of the Released Parties (as defined below).
3. The Undersigned further agrees to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which I, any company or business entity that I represent, or my heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against the City of Detroit including each and every department, the Riverfront Conservancy, the Downtown Development Authority including its agenda, employees and consultants (collectively the “Released Parties”).
4. The Undersigned acknowledges that it is my sole responsibility to evaluate carefully the risks inherent in visiting the Property and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
4. I acknowledge and agree that I shall not conduct any invasive tests or inspections on the Property, and shall bear full responsibility, including costs and expenses, to repair any damage to the Property as a result of my entry upon the Property.
5. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

By signing this Right of Entry Agreement and Release and Waiver of Liability (“Release”), I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties. The undersigned represents and warrants that he/she is at least 18 years of age, and voluntarily agrees to all of the terms of this Release.

________________________________________  ___________________________________________  ___________________________
Signature  Print Name  Date

________________________________________
Company

________________________________________
Phone Number  email address

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# Log of Test Boring SB-04

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<th>Sample ID</th>
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<th>Liquid Limit</th>
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**GROUNDWATER READINGS**
- First Encountered: 6 feet
- Upon Completion: N/A

**BORING LOCATION INFORMATION**
- Northing: 302922.24
- Easting: 1347706.11
- Coordinates/GSE determined by: Project Surveyor
- Key:
  - 1: Torvan
  - 2: Penetrometer
  - 3: Disturbed Sample

**Drilling Company:** DLZ
- Drl Rig: CME 7S
- Drilling Method: 4 1/4 inch HSAWR
- Method Note: Automatic
- Bored/Walls: Grout
- Checked by: JSS
- QA/QC by: JHH

**Somat Engineering**

DRFC River Walk Extension
Riverfront Towers Parcel
Detroit, Michigan