

**AMENDMENT NO. 1**  
**TO**  
**DESIGN/BUILD CONSTRUCTION SERVICES AGREEMENT**  
**WITH**  
**LLP CONSTRUCTION SERVICES, INC.**

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called the "Amendment"), dated as of this 16th day of July, 2020, 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 **LLP Construction Services, Inc.**, a Michigan corporation, with offices located at 1800 Michigan Avenue, Detroit, Michigan 48216 (hereinafter called the "Contractor"), pertains to that certain Design/Build Construction Services Agreement between the Contractor and the Authority dated September 19th, 2020 (hereinafter called the "Contract").

**WITNESSETH:**

WHEREAS, the Authority did engage the Contractor to provide renovation and improvement of the Detroit City Council Offices located on the 13th Floor of the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226 (hereinafter called the "Project"); and

WHEREAS, Article IX 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 the additional services to be performed by the Contractor specified in Exhibit A-1, attached to this Amendment 1 and by this reference made a part hereof, at an additional cost not to exceed Seven Hundred Twelve Thousand Two Hundred Thirteen and 00/100 (\$712,213.00) Dollars; and

WHEREAS, funds are available to pay for the additional costs described in this Amendment 1.

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 scope of services set forth in Schedule A to the Contract be hereby amended to include the services specified in Exhibit A-1 hereto.

2. That Article 3 of the Contract be hereby amended to reflect that the Project shall be complete not later than September 18th, 2020.

3. That Article 4.1 of the Contract be hereby amended to reflect an increase not to exceed Seven Hundred Twelve Thousand Two Hundred Thirteen and 00/100 (\$712,213.00) Dollars, for the costs associated with additional services that are properly provided, as described in Exhibit A-1 hereto, thereby increasing the total compensation payable to the Contractor in an amount not to exceed One Million Five Hundred Twelve Thousand Two Hundred Thirteen and 00/100 (\$1,512,213.00) Dollars.

4. 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.

5. 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.

6. 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.

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

8. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment 1 and any of the provisions of the Contract, the provisions of this Amendment 1 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 written above.

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

By:   
Hakim W. Berry

Its: Chairman

By:   
Christopher T. Jackson


Its: Treasurer

LLP CONSTRUCTION SERVICES, INC.,  
a Michigan corporation

By: 

Its: President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
General Counsel, City of Detroit  
Building Authority

### **Schedule A-1**

The Scope of Services of the project is expanded to include installations for Wireless Access Points, Media Feeds, Mega Server for Media Services, Nineteen (19) Panic Buttons, Lighting Controls, Local UPS System for Media Services, and new ceiling and lights in office corridors.