

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

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 15th day of July, 2021 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 KEO & ASSOCIATES, LLC, an Illinois corporation, located at One Kone Court, Moline, Illinois 61265 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, on September 19, 2019, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") to provide construction services for the elevator modernization of the existing elevators in the main lobby of 735 Randolph, 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 and install new LED strip lighting in the existing six (6) elevator cove ceilings and installation of new wiring; 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 Twenty-Four Thousand Seventy Five and 00/100 (\$24,075.00) 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 Two Million Thirteen Thousand Five Hundred Ten and 00/100 (\$2,013,510.00) 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

KONE INC., an Illinois corporation

By:  07/29/2021

Its: Sales Executive

APPROVED AS TO FORM:


General Counsel
City of Detroit Building Authority

EXHIBIT A-1

The scope of services shall include new LED strip lighting in the existing six (6) elevator cove ceilings. The Contractor shall furnish such strip lighting and include the installation of new wire and all the necessary materials to execute the work within the existing light coves.