

AMENDMENT NO. 2
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
KEO & ASSOCIATES, LLC

THIS AMENDMENT AGREEMENT NO. 2 (hereinafter called "Amendment No. 2"), dated as of this 19th day of August, 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, a Michigan limited liability company, with offices located at 18286 Wyoming, Detroit, Michigan 48221 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on March 18, 2021, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") to provide services for maintenance and restoration services at 1 Hart Plaza, Detroit, Michigan 48226 (the "Project"); and

WHEREAS, on June 17, 2021, Contractor and the Authority did heretofore enter Contract Amendment 1 to provide for additional repairs to the trench drain body system and the catch basins in the Cul-de-Sac; 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 for restoration of the existing aqueduct two layer drain system, make repairs, raise the structures and restore the pavement; 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 an amount not to exceed Ninety Five Thousand Seven Hundred Eighty Four and 00/100 (\$95,784.00) Dollars in the compensation payable to the Contractor for the costs associated with services provided on the Project as referenced in Exhibit A-2 attached hereto, thereby increasing the total compensation payable to an amount not to exceed Two Million Six Hundred Forty Nine Thousand Ninety Three and 00/100 (\$2,649,093.00) Dollars, which includes an Owner Controlled Contingency of Two Hundred Four Thousand and 00/100 (\$204,000.00) for unforeseen conditions.

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.

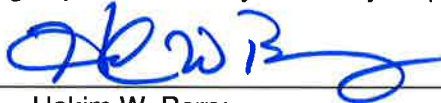
5 That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

6. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 2 and any of the provisions of the Contract, the provisions of this Amendment No. 2 shall control.


[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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

KEO & ASSOCIATES, LLC, a Michigan limited liability company

By:  11/29/2021 16:39 UTC

Its: PRESIDENT

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

EXHIBIT A-2

The scope of services shall include the restoration of the aqueduct system at 1 Hart Plaza, Detroit, MI, including the following:

- Repair broken pipes of one of the structures
- Raise the lid of structures
- Concrete encasing the catch basin lids
- Restore the pavement
- Add colored concrete borders in foundation area and at the ramp
- Add two additional light poles at Jefferson Promenade
- Add colored concrete at Jefferson Promenade in lieu of brick paver restoration
- Deduct approximately 3,277 SF (+/-) brick paver restoration at the Jefferson Promenade

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1. Chris Onwuzurike (conwuzurike@keoassoc.com)

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