

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
SDG ASSOCIATES, LLC**

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called the "Amendment No. 1"), dated as of this 16th day of December, 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") SDG Associates, LLC, a Michigan limited liability company, located at 607 Shelby, Suite 704, Detroit, Michigan 48226 (hereinafter called the "Professional Contractor" or "Contractor"), and pertains to that certain Professional Services Agreement between the Contractor and the Authority (hereinafter called the "Contract").

WITNESSETH:

WHEREAS, the Authority and the Professional Contractor did heretofore enter into the Contract on May 20, 2021, to provide architectural and engineering services for the capital improvements and repairs at Hart Plaza (the "Project"); and

WHEREAS, Article VIII 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 account for additional scope of services and an extended construction schedule, as reflected in Exhibit A-1 attached hereto, needed to complete the Project, for an increase in the not to exceed cost of Sixteen Thousand Fifty Two and 00/100 (\$16,052.00) Dollars; 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 additional scope of services as provided on Exhibit A-1 attached hereto needed to complete the Project.
2. That Section IV of the Contract is hereby amended to reflect an increase in the not to exceed amount of Sixteen Thousand Fifty-Two and 00/100 (\$16,052.00) Dollars in the compensation payable to the Contractor, thereby increasing the total compensation payable to the Contractor to an amount not to exceed Fifty-Eight Thousand Nine Hundred Twenty Two and

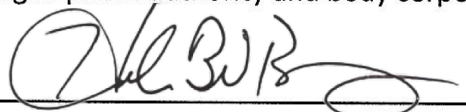
00/100 (\$58,922.00) Dollars.

3. 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 Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.
4. 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.
5. Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Agreement or in connection with performing under the terms of the Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
6. That all other terms, conditions, and covenants of the Contract shall remain in full force and effect as set forth therein.
7. 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.

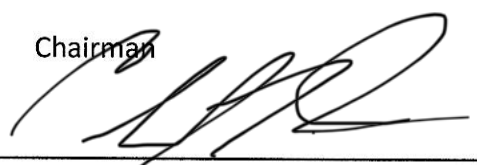
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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

By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

SDG ASSOCIATES, LLC
Michigan limited liability company

By:  WESLEY SIMS

Its: CFO/COO

APPROVED AS TO FORM:


General Counsel
City of Detroit Building Authority

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

Contractor's scope of work is expanded to include additional architectural and engineering services including but not limited to alternate design of the trench drain, substitution of concrete in lieu of brick pavers at the Jefferson Promenade, increase in site visits to review field issues, approve samples in the field and alternate details for construction, and increased attendance at weekly construction team meetings.