

**AMENDMENT NO. 2
TO
CITY OF DETROIT BUILDING AUTHORITY
DESIGN/BUILD CONSTRUCTION SERVICES AGREEMENT
WITH
IDEAL CONTRACTING, LLC**

THIS AMENDMENT AGREEMENT NO. 2 (hereinafter called "Amendment No. 2"), dated as of this 2nd day of March, 2023 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 IDEAL CONTRACTING, LLC, a Michigan limited liability company, located at 2525 Clark Street, Detroit, Michigan 48209 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, on March 18, 2021, Contractor and the Authority did heretofore enter into a Design/Building Construction Services Agreement (the "Contract") for the design and build services for the construction of the new State Fairgrounds Transit Center located on the former Michigan State Fairgrounds to replace the current DDOT Transit located at 20110 Woodward Avenue, Detroit, Michigan 48203 (the "Project"); and

WHEREAS, on August 19, 2021, Contractor and the Authority did heretofore enter a Contract Amendment No. 1 for additional services that included conceptual design to preserve the Daily Cattle Building, preserve the south portico of the Coliseum, and demolition the remainder of the Coliseum; 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 additional construction services identified in Exhibit A-2 attached hereto needed to complete the Project; 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 a not to exceed amount of Twelve Million Three Hundred Two Thousand Three Hundred Eighty Four and 00/100 (\$12,302,384.00) Dollars in the compensation payable to the Contractor, for the costs associated with additional construction 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 Twenty Nine Million Nine Hundred Seventy Thousand One Hundred Twenty Six and 00/100 (\$29,970,126.00) 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.

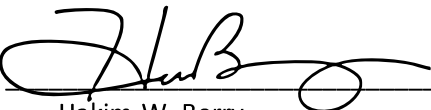
5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

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

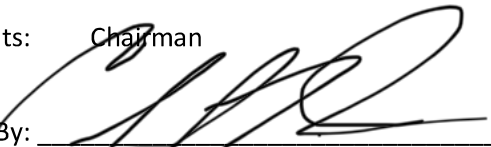
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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

By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

IDEAL CONTRACTING, LLC, a Michigan limited liability
company.

By: 
Its: Sr. Project Manager

Jason Dyer
Digitally signed by Jason Dyer
DN: c=US,
E=jason@idealcontracting.com,
O=Ideal Contracting, LLC,
OU=Sr. Project Manager,
CN=Jason Dyer
Date: 2023.03.17
09:39:31-0400

APPROVED AS TO FORM:


General Counsel
City of Detroit Building Authority

EXHIBIT A-2

SCOPE OF WORK

The additional services shall include:

- Adaptive reuse of the Dairy Cattle Building and Coliseum in accordance with property condition assessments and feasibility studies conducted by contractor.