

AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY

DESIGN/BUILD SERVICES AGREEMENT
WITH
KEO & ASSOCIATES, INC.

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), 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 KEO & ASSOCIATES, INC., a Michigan corporation, with offices located at 18286 Wyoming, Detroit, Michigan 48221 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on December 19, 2019, Contractor and the Authority did heretofore enter into a Design/Build Services Agreement (the "Contract") to provide for the development, engineering, and construction for a 21,600 square foot vacant lot at 13200 Dexter Avenue, Detroit, Michigan (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 for an additional six (6) month extension of the Contract; 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 Article III, Section 3.01 of the Contract is hereby amended to reflect an extension of the Contract for an additional six (6) months, or July 21, 2023.
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.

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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

KEO & ASSOCIATES, INC., a Michigan corporation.

By:  _____ Chris Onwuzurike Its:

President _____

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority