

**AMENDMENT NO. 3
TO
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
DLZ MICHIGAN, INC.**

THIS AMENDMENT AGREEMENT NO. 3 (hereinafter called "Amendment No. 3"), dated as of this 16th day of November, 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 DLZ MICHIGAN, INC., a Michigan for profit corporation, located at 675 Shelby Street, Suite 650, Detroit, Michigan 48226 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on September 23, 2021, Contractor and the Authority did heretofore enter into a Professional Services Agreement (the "Contract") to perform the Phase I environmental due diligence for the decommissioning of the former incinerator structures located at 5700 Russell Street, Detroit, Michigan 48211 (the "Project"); and

WHEREAS, on December 16, 2021, the Authority authorized, and Contractor and Authority did heretofore amend the Contract known as Contract Amendment No. 1, increasing the contract price in the amount of \$51,885.76 for the Phase II Environmental Due Diligence at the former Waste Energy Facility; and

WHEREAS, on January 19, 2023, the Authority authorized, and Contractor and Authority did heretofore amend the Contract known as Contract Amendment No. 2, increasing the contract price in the amount of \$157,765.00 for the demolition oversight and owner's representation at the former Waste Energy Facility; 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 for a third time to develop the third party, technical environmental oversight, waste tracking, documentation and as needed owner's representation services for the Waste Energy

Facility Demolition located at 5700 Russell Street in Detroit, MI 48211 identified in Exhibit A-3 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 Two Hundred Forty Four Thousand Five Hundred Fifty Three and 25/100 Dollars (\$244,553.25) in the compensation payable to the Contractor, for the costs associated with additional construction services provided on the Project as referenced in Exhibit A-3 attached hereto, thereby increasing the total compensation payable to an amount not to exceed of Four Hundred Sixty Six Thousand Six Hundred Four and 01/100 (\$466,604.01) 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. 3 and any of the provisions of the Contract, the provisions of this Amendment No. 3 shall control.

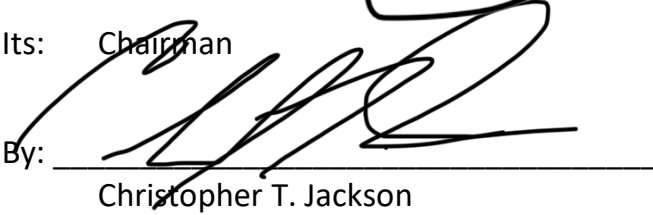
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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

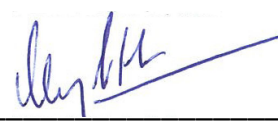
By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson


Its: Treasurer

DLZ Michigan, Inc., a Michigan for profit corporation.

By: 

Its: President

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

EXHIBIT A-3

SCOPE OF WORK

The additional services shall include the following items:

- Demolition oversight
- Waste tracking and documentation
- Ambient Air Quality Monitoring
- Owner's Representative