

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
FUNDING AGREEMENT
WITH
CITY OF DETROIT
BUILDING, SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT**

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called the "Amendment No. 1"), dated as of this 6th day of November, 2024 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 the **CITY OF DETROIT**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its **BUILDING, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT**, located at Two Woodward Avenue, Detroit, Michigan 48226 (hereinafter called the "City"), pertains to that certain Funding Agreement between the City and the Authority (hereinafter called the "Contract") made and executed on the 20th of April, 2023.

WITNESETH:

WHEREAS, the Authority has been incorporated in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for the use of any legitimate public purpose of the City; and

WHEREAS, the Authority and the City did heretofore enter into Contract on April 20, 2023, for various capital improvements, and the funds are being used for office renovations of the Building Safety Engineering and Environmental Department suite area at The Coleman A. Young Municipal Center located at 2 Woodward Avenue, Detroit, Michigan 48226 (the "Project"); and

WHEREAS, Article XI provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services which are mutually agreed upon by and between the Authority and the City shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the City now desire to amend the Contract to cover additional costs associated with the Project at a cost of Eighty One Thousand Three Hundred Five and 39/100 (\$81,335.39) Dollars; and

WHEREAS, funds are available to pay for the additional costs described in this Amendment No. 1.

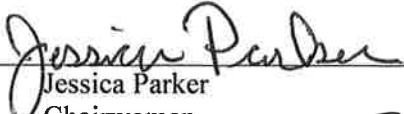
NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

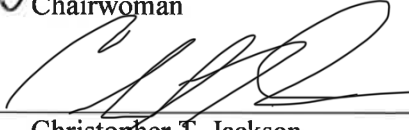
1. That Article II, Section 2.01 of the Contract is hereby amended to reflect an increase of an amount not to exceed Eighty One Thousand Three Hundred Five and 39/100 (\$81,335.39) Dollars in the funding amount for the additional costs associated with the Project, as described in Exhibit A-1 hereto, thereby increasing the total from an amount not to exceed of Six Hundred Five Thousand and 00/100 (\$605,000.00) Dollars to a total amount not to exceed Six Hundred Eighty Six Thousand Three Hundred Five and 39/100 (\$686,335.39) Dollars.
2. The Authority acknowledges and agrees that the City shall be permitted to audit the financial records pertaining to the performance of the Contract, which right to audit may be assigned by the City to its designee, including the Detroit City Council and the City Auditor General.
3. The Authority shall require that each of its Contractors 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. The Authority shall further require the insertion of substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
4. The Authority shall require that Contractors 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. The Authority shall further require the 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.

[END OF PAGE]

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: 
Jessica Parker
Its: Chairwoman

By: 
Christopher T. Jackson
Its: Treasurer

CITY OF DETROIT, BUILDING SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

By: 
Its: Director

APPROVED AS TO FORM:



General Counsel, City of
Detroit Building Authority

APPROVED AS TO FORM:

Corporation Counsel for
the City of Detroit

OFFICE OF CONTRACTING AND
PROCUREMENT

Chief Procurement Officer

This Agreement was approved by City Council on:

Date

Exhibit A-1

Additional Services

There is a need for additional workstations, flooring, electrical/data work, architectural revisions, structural steel, new reception counter, and a new sink in the breakroom.

