

AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
W-3 CONSTRUCTION CO.

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "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 W-3 CONSTRUCTION CO., a domestic profit corporation, with offices located at 7601 Second Avenue, Detroit, Michigan 48202 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, on April 20th, 2024, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") to provide services for the renovation of 12,000 SF of office space on the 4th floor of the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226 (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 to provide for additional services to be performed as detailed in Exhibit A-1 attached hereto; 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 an amount not to exceed Two Hundred Eleven Thousand Five Hundred Fifty-Four and 29/100 (\$211,554.29) 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 Three Hundred Eighty Six Thousand Eight Hundred Seventy-Five and 00/100 (\$386,875.00) Dollars to a total amount not to exceed Five Hundred Ninety-Eight Thousand Four Hundred Twenty-Nine and 29/100 (\$598,429.29) Dollars. All other covenants of the Contract to remain the same.
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.

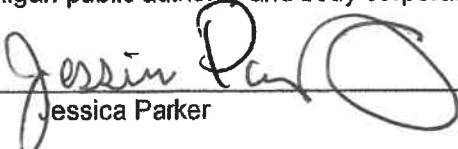
5 That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

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.

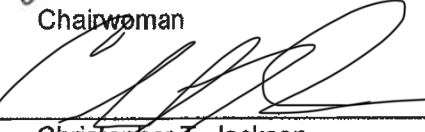
[END OF PAGE]

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

W-3 CONSTRUCTION COMPANY, a Michigan corporation.

By: 
Its: **PRESIDENT**

APPROVED AS TO FORM:

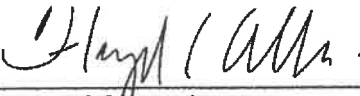

General Counsel
City of Detroit Building Authority

EXHIBIT A-1

Additional Services

The additional work shall include procurement and installation of workstations, flooring, electrical/data work, architectural revisions, structural steel, new reception counter, and a new sink in the breakroom.