

AMENDMENT NO. 1  
TO  
CITY OF DETROIT BUILDING AUTHORITY  
CONSTRUCTION SERVICES AGREEMENT  
WITH  
DMC CONSULTANTS, INC.

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 27th day of March, 2025 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 DMC CONSULTANTS, INC. a Michigan for-profit corporation, located at 607 Shelby Street, Suite 650, Detroit, Michigan 48226 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on June 30, 2023, Contractor and the Authority did heretofore enter into a Construction Services Agreement (the "Contract") for the construction of three (3) new parking lots at the following parcels: 6920 Rutland Street, 6914 Rutland, 4899 Grayton Street, 4893 Grayton Street, 3351 Sturtevant Street and 3359 Sturtevant Street, all located in 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 Contractor has completed the project, and the parties now desire to amend the Contract to reduce the total compensation amount; and

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

1. That the Contract is hereby amended to reflect a decrease the total compensation amount by Four Hundred Twenty-Nine Thousand Four Hundred Fourteen and 20/100 Dollars (\$429,414.20) in the compensation payable to the Contractor, thereby decreasing the total compensation payable to an amount not to exceed Two Million Six Hundred Thirteen Nine Hundred Twenty-Nine and 80/100 Dollars (\$2,613,929.80).

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.

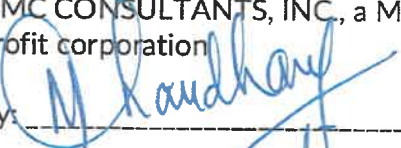
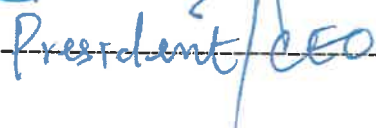
CITY OF DETROIT BUILDING AUTHORITY, a  
Michigan public authority and body corporate.

By:   
Jessica Parker

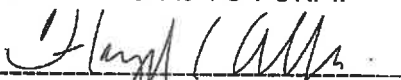
By:   
Christopher T. Jackson

Its: Treasurer

DMC CONSULTANTS, INC., a Michigan for-  
profit corporation

By:   
Its:   
President/CEO

APPROVED AS TO FORM:

  
General Counsel  
City of Detroit Building Authority

