

AMENDMENT NO. 3

TO

**CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

WITH

JENKINS CONSTRUCTION, INC.

THIS CONTRACT AMENDMENT NO. 3 (hereinafter called the "Amendment No. 3"), dated as of this 15th day of July, 2021 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 **JENKINS CONSTRUCTION, INC.**, a Michigan corporation, located at 985 East Jefferson Avenue, Suite 300, Detroit, Michigan 48226 (hereinafter called the "Contractor"), pertains to that certain Construction Management Agreement between the Authority and the Contractor (hereinafter called the "Contract").

WITNESSETH:

WHEREAS, on May 19, 2016, the Authority and the Contractor did heretofore enter into the Contract to engage the Contractor to perform certain services and facility improvements to the Eight Police Precinct located at 21555 and 21110 West McNichols, Detroit Michigan 48219 (the "Project"); and

WHEREAS, on March 15, 2018, the Authority and the Contractor did modify the Contract through Amendment No. 1 to add the additional cost of One Million Four Hundred Thirty-One Thousand One Hundred Forty-Three and 00/100 (\$1,431,143.00) Dollars to be expended only with the written approval of the Authority for additional construction management services on the Project; and

WHEREAS, on November 21, 2019, the Authority and the Contractor did modify the Contract through Amendment No. 2 to add the additional cost of Two Million One Hundred Seventy-Seven Thousand Eight Hundred Fifty-Nine and 00/100 (\$2,177,859.00) Dollars; and

WHEREAS, Article IX 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 Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Contractor now desire to amend the Contract to add additional work on the Project and increase the compensation of the Contract by Thirty One Thousand Three Hundred Fifteen and 00/100 (\$31,315.00) Dollars;

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:

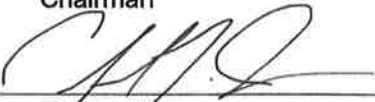
1. That the Contract is hereby amended to reflect additional scope of services as provided on Exhibit A-3 attached hereto needed to complete the Project.
2. That the Contract is hereby amended to reflect a not to exceed increase amount in the compensation for additional costs payable to the Contractor of Thirty-One Thousand Three Hundred Fifteen and 00/100 (\$31,315.00) Dollars, thereby increasing the total compensation for the Contract to an amount not to exceed Eight Million One Hundred Forty Thousand Three Hundred Seven and 00/100 (\$8,140,317.00) Dollars.
3. The Authority acknowledges and agrees that the Contractor 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.
4. 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.
5. 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.
6. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.
7. 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 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

JENKINS CONSTRUCTION, INC., a Michigan corporation

By: 
Its: President

APPROVED AS TO FORM:

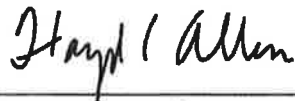

General Counsel, City of
Detroit Building Authority

EXHIBIT A-3

The scope of services shall include the revisions to wall and finish materials and work as better described in Change Order #14 from the Contractor to the Authority dated May 28, 2021, and Change Order #15 from the Contractor to the Authority dated July 13, 2021, which are both incorporated into and made a part of this Amendment No. 3 by reference.