

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
FUNDING AGREEMENT
WITH
CITY OF DETROIT
DEPARTMENT OF TRANSPORTATION**

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called the "Amendment No. 1"), dated as of this 21st day of August, 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 the **CITY OF DETROIT**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its **DEPARTMENT OF TRANSPORTATION**, 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").

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 Funding Agreement on September 23, 2020, to build the new State Fairgrounds Transit Center, located on the former Michigan State Fairgrounds (the "Project"); and

WHEREAS, Article XVI 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 preservation of structures as identified in an adaptive re-use design presented to the community at a cost of Eleven Million Five Hundred Ninety Seven Six Hundred Twenty Three and 00/100 (\$11,597,623) Dollars; and

WHEREAS, funds are available to pay for the final 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 X, Section 10.01 of the Contract is hereby amended to reflect an increase of a not to exceed amount of Eleven Million Five Hundred Ninety Seven Six Hundred Twenty Three and 00/100

(\$11,597,623) Dollars in the funding amount for the final additional costs associated with services that are properly provided, as described in Exhibit A-1 hereto, thereby increasing the total to an amount not to exceed Eighteen Million Five Hundred Ninety Seven Six Hundred Twenty Three and 00/100 (\$18,597,623) 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.

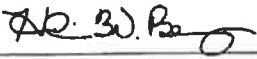
5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.


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.

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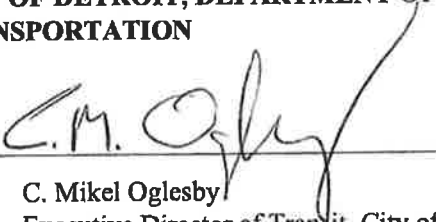
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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

By: 
Hakim W. Berry
Its: Chairman

By: 
Christopher T. Jackson
Its: Treasurer

**CITY OF DETROIT, DEPARTMENT OF
TRANSPORTATION**

By: 
C. Mikel Oglesby
Its: Executive Director of Transit, City of Detroit

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

The additional services to be provided under this Contract are to ensure:

- Preservation of the entire Dairy Cattle Building
- Preservation of the south portico of the Coliseum