

**AMENDMENT NO. 3
TO
CITY OF DETROIT BUILDING AUTHORITY
FUNDING AGREEMENT
WITH
CITY OF DETROIT
DETROIT WATER & SEWERAGE DEPARTMENT**

THIS CONTRACT AMENDMENT NO. 3 (hereinafter called the "Amendment No. 3"), dated as of this 23rd day of May, 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 **DETROIT WATER & SEWERAGE DEPARTMENT** (hereinafter called the "City"), and pertains to that certain Contract of Lease between the City and the Authority dated December 15, 2016 (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 a Contract of Lease on December 15, 2016, in the amount of Five Million and 00/100 (\$5,000,000.00) Dollars, to assist with the consolidation, renovation, and capital improvements of multiple locations (the "Project"); and

WHEREAS, on March 19, 2020, the Authority and the City did heretofore enter Contract Amendment No. 1 for additional DWSD Capital Improvement Projects in the amount of Nine Million and 00/100 (\$9,000,000.00); and

WHEREAS, on November 17, 2022, the Authority and the City did heretofore enter Contract Amendment No. 2 for an additional three (3) year extension of the Contract; 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 for Nine Million Dollars (\$9,000,000.00) for additional capital improvements at various locations at DWSD facilities; and

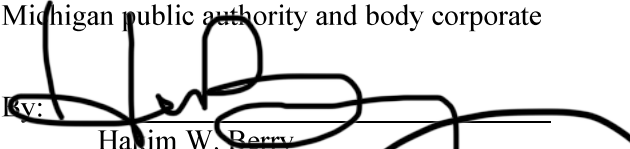
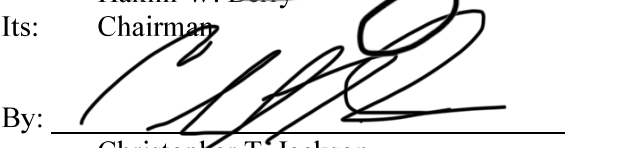
NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That Article X, Section 10.01 of the Contract is hereby amended to reflect an increase of a not to exceed amount of Nine Million and 00/100 (\$9,000,000.00) Dollars in the funding amount for the costs associated with additional services that are properly provided, as described in Exhibit A-3 hereto, thereby increasing the Contract total to an amount not to exceed Twenty Three Million and 00/100 (\$23,000,000.00) 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. 3 and any of the provisions of the Contract, the provisions of this Amendment No. 3 shall control.


[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

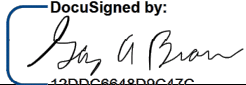
CITY OF DETROIT BUILDING AUTHORITY, a
Michigan public authority and body corporate

By: 
Halim W. Berry
Its: Chairman
By: 
Christopher T. Jackson
Its: Treasurer

APPROVED AS TO FORM:


General Counsel, City of
Detroit Building Authority

**CITY OF DETROIT WATER & SEWERAGE
DEPARTMENT**

DocuSigned by:
By: 
12DD66648D9C47C...
Gary Brown
Its: Director, Water and Sewerage Department
Dated: 7/11/2024

APPROVED BY
BOARD OF WATER COMMISSIONERS ON:

June 18, 2024

Date

APPROVED AS TO FORM BY DWSD
GENERAL COUNSEL:

DocuSigned by:
 7/10/2024
623EF0EAB68B430...
General Counsel Date

EXHIBIT A-3

ADDITIONAL SCOPE OF SERVICES

The additional services to be provided under the Contract consist of capital improvements related to the following at 6425 Huber, Detroit, Michigan 48211 and 735 Randolph, Detroit Michigan 48226:

- Architectural/Engineering Services
- Consulting Services
- Construction Services
- Technology Professional Services
- Technology Specialty Items Purchase and Installation
- Specialty Systems Coordinating and Installation

Including, but not limited to a new 5-acre parking lot, concrete floor repairs at the Central Service Facility and exterior cladding repair at the Main Office Building.