

AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
DESIGN/BUILDING CONSTRUCTION SERVICES AGREEMENT
WITH
DCR SERVICES & CONSTRUCTION, INC.

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called "Amendment No. 1"), dated as of this 19th day of September, 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 DCR Services & Construction, Inc., a Michigan domestic corporation, located at 2200 Hunt Street, Suite 487, Detroit, Michigan 48207 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on September 19, 2024, Contractor and the Authority did heretofore enter into a Design/Build Construction Services Agreement (the "Contract") for the design and installation of Electric Vehicle Charging Stations at the Coleman A. Young Municipal Center located at 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 Contractor has completed the design phase of the Project, and the parties now desire to amend the Contract to modify the scope of work as outlined in Exhibit A-1 attached hereto, and reduce the total compensation amount; and

WHEREAS, the Parties have agreed to enter into a separate agreement for the installation (construction) scope of work for the Project, Phase II; 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** in the total compensation amount to a not-to-exceed amount of Seventy-Five Thousand Three Hundred Eighteen and 48/100 Dollars (\$75,318.48) in the compensation payable to the Contractor.
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.

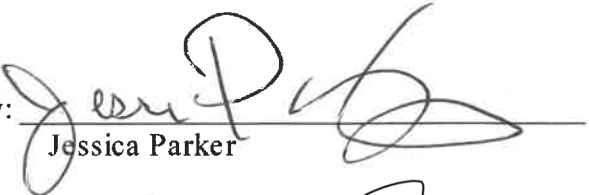
5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.


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

DCR SERVICES & CONSTRUCTION, INC., a
Michigan domestic profit corporation

By: 

Its: Dwight E. Belyue, Sr., CEO

APPROVED AS TO FORM:

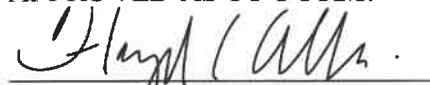

General Counsel
City of Detroit Building Authority

EXHIBIT A-1
SCOPE OF SERVICES – PHASE I

The contractor's scope of work is to include the following:

- Architectural Schematic Design
- Landscape Schematic Design
- Design Development
- Sustainability Design
- Engineering
- Pre-Construction Services
- Programming

EXHIBIT A

Introduction

These capital improvements will consist of programming, architectural design, landscape design, engineering, and new construction of approximately 24-Dual EV Charging Stations, in the Executive Parking Lot, at the Coleman A. Young Municipal Center, located at 2 Woodward Avenue Detroit, Michigan 48226.

The project is to design and install 24-Dual EV Charging Stations in the Executive Parking Lot at the Coleman A. Young Municipal Center. This will include parking spaces for City Council Offices, the Mayor's Office, and Wayne County. This work will be connected within the City's technology infrastructure and will be integrated with all available data sources and devices.

A design/build budget of \$650,000 Dollars has been established to design and install 24-Dual EV Charging Stations in the Executive Parking Lot at the Coleman A Young Municipal Center as according to the following Scope of Work (SOW).

Phase 1 to design and install 8-Dual EV Chargers is expected to be completed no later than October 2024.

SCOPE OF WORK

SCOPE OF SERVICES: The Respondent will be responsible for providing professional and comprehensive Design/Build Construction Services necessary and incidental for the design and installation of 24-Dual EV Charging Stations at 2 Woodward Avenue, Detroit MI, including administering and supervising the completion, start-up, and commissioning of the Work, always including coordination with the DBA. Services to be provided shall include, as appropriate without being limited to, the following:

I. Pre-Construction Services

The Respondent (Design/Build Team) will coordinate and oversee electrical engineering, consultation, and reasonable recommendations relating to the design, planning, construction, and administration of the Project, including but not limited to, the following:

A. Establish architectural/engineering requirements:

- Visual Site Inspection (assessment)
- Programming
- Schematic Design
- Design Development
- Sustainability Design
- Construction Documents
- Construction Administration

B. Complete Design Reviews. The reviews shall include, but are not limited to:

- Input on Design – review recommendations during the design process. This effort will identify opportunities for cost, schedule, or operation/maintenance savings that can be achieved without adversely impacting the safe operation, design intent or functional quality of the structure.
- Constructability Reviews – are intended to address the ability to successfully construct the design as intended. Review means and methods intended to reduce cost, improve schedule, and worker safety.
- Phasing and Logistics – will be an integral part of construction. Develop a coordinated phasing, sequencing, and staging plan.

C. Schedule Development – The Respondent will be required to develop a detailed coordinated schedule using an established format acceptable and accessible for use by the DBA. The schedule will identify detailed work activities in relationship to the City Departments and users. The Respondent will be required to obtain DBA approval of the schedule and for deviations from the approved schedule, including development and implementation of schedule recovery strategies when required.

D. The Respondent will be required to obtain DBA written approval for the budgets. After approval of the initial budgets, monitor project development and execution to ensure conformance with the budgets. For deviations from the approved budget, develop rectification strategies and implement their execution.

- E. Bidding: Using bidding documents developed by the Respondent, bid the work. Receive and evaluate bids and make contract recommendations to the DBA. Prepare construction contracts.

II. Programming

- A. Conduct interviews with the identified site and facility user groups.
- B. A design program will be presented to the DBA and the Mayor's Office for review. Revisions may be required prior to finalization of the program document.
Deliverables:

- List program goals and objectives. Design and provide programmed spaces and sizes, conceptual design sketches, questionnaires, and supplemental design criteria.

III. Schematic Design

- A. Based on approved space program, prepare a schematic layout, highlighting major circulation and uses.
- B. Ensure that schematic layout is code compliant.
- C. Prepare schematic layout for special uses or multipurpose areas and identify potential expansion area.
- D. Identify and propose options for built-ins, special equipment, fixtures and finishes.
- E. Propose preliminary designs for the building's exterior facades and site relationships.
- F. Develop a shared vision and narrative for Electric Vehicle Chargers that captures design and functional characteristics.
- G. Develop various site configurations and include schemes that consider streetscapes.
- H. Prepare an initial strategy for a phased development approach, preliminary construction.
- I. Cost estimation package 1 – outlining estimated construction budget for entire design.
- J. Prepare schematic package for review and comment. Package should include a preliminary budget and construction schedule. If necessary, prepare phasing

recommendations for consideration. Assist in value engineering as required.

K. Deliverables:

Accurate Existing Conditions Plans based on actual field verification of dimensions and conditions by the Consultant.

- Schematic drawings and specifications illustrating and describing the architectural and engineering components of the Project.
- Schematic Plan Drawings illustrating all components of the Project including the size, scale, location, dimensions, and character of physical systems and equipment including any potential additional structure(s).
- Schematic Elevations and Section Drawings which illustrate the spatial relationships, construction, materials, and character of the Project.
- Written description of all materials, components, and systems to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Schematic Design Estimate of Probable Construction Cost in CSI format, based on costs for comparable work in this area.
- Schematic Design Package and Cost Estimate in Unifomat or CSI format, for the Scope of Work determined as appropriate given project priorities and available funding.

IV. Design Development

- A. Based on approved schematic design package, prepare drawings and specifications.
- B. Drawings shall include dimensioned floor plans, RCP, Finish Plans with FFE, architectural systems, built-ins, security plan, AV/IT plan, fire protection plan, signage plan, and any other special features.
- C. Design exterior elements and facades and provide wall sections for review.
- D. Provide a draft submittal package of FFE to the DBA for review and approval, it includes but not limited to: plumbing fixture, light fixture, finish schedule, window specs.
- E. Refine the comprehensive full park design and site plan.
- F. Coordinate other consultant's work and work by the DBA into the Design Development package. Include building and park site plan.
- G. Coordinate electrical, telecommunications, and IT security requirements with the City's facilities and telecom staff.

- H. Prepare a construction budget based on quantities and unit prices. Assist in value engineering as required.
- I. Prepare a final Design Development package for review and comment.
- J. Develop the project budget and implementation framework for operation and maintenance.
- K. Cost estimation package 2 and 3 – Refine and provide the cost estimation during two milestones DD-50% and 100% DD.
- L. Design Deliverables:
 - Architectural: Site Plan, Dimensioned Floor Plans indicating sizes and construction of all components, Roof Plan, Furnishing and Equipment Plan, Enlarged Plans and Sections, Room finish Plans/Schedule, Building Sections, Door and Window Schedules, Preliminary Wall Sections and Building Details, and Reflected Ceiling Plans.
 - Mechanical: Heating/Cooling Load Calculations, Equipment Schedules, HVAC Plans indicating main and branch ductwork and Equipment.
 - Plumbing: Plumbing Calculations, Fixture Schedules, Plumbing Plans indicating all Supply and Drainage piping and equipment.
 - Electrical: Floor Plans locating all equipment and loads, Site Plan with site lighting and fixture types, Lighting Plans with preliminary circuiting, Preliminary Panel Schedules.
 - Outline Specification: An outline specification describing in general the type of construction, materials, systems, and other pertinent information for all disciplines.
 - Cost Estimation: Design Development Estimate of Probable Construction Cost in CSI format updated and with additional detail from Schematic Level estimate
 - Site Development and Landscape: Site Design Development-parking and roadway design to meet the needs of the proposed project including SESC, grading, drainage, planting, and detail plans

V. Sustainability Design

- A. As outlined in the 2019 Sustainability Action Agenda and the pending Climate Action Strategy, the City of Detroit endeavors to reduce energy usage and carbon emissions and improve climate resilience through cost effective integration of efficiency, electrification and renewables measures in the design, building, and retrofitting of its buildings. The 2019 Greenhouse Gas Ordinance commits the City to reduce the CO2 emissions from City Operations by 35% by 2024, 75% by 2034, and has a goal to be carbon free by the year 2050.

(https://library.municode.com/mi/detroit/ordinances/code_of_ordinances?nodeId=1003272)

- B. The selected firm will be asked to review lighting, plumbing and mechanical systems to improve sustainability and maintenance cost reduction. Must provide a design to achieve advanced energy efficiency performance. Include both design (predicted) and operating (measured) Energy Use Intensity.
- C. Bidder will offer a building design that has an energy use intensity (EUI) at project completion that will maximize the Energy Star Score possible for this property type. The bidder should outline in the design documents the final EUI and Energy Star Score and how the design will achieve that intent.
(https://www.energystar.gov/buildings/resources/topic/commercial_new_construction/design_guidance)
- D. Selected firm will incorporate sustainable site design to manage any impervious surfaces created by the project by incorporating stormwater management into road, parking lot, and building design.
- E. Develop construction cost comparison to pursue a design to maximize the Energy Star Score where possible.
- F. Deliverables:
 - Provide written description of all sustainable alternates that could be incorporated into the project
 - Develop construction cost comparison to pursue the sustainable alternates what will help us maximize the Energy Start Scope where possible.
 - Once sustainable alternate is provided and approved by the DBA, incorporate into the design development and construction documents

VI. Construction Documents

- A. Based on approved Design Development package, prepare complete set of construction documents that outline the requirements of construction for the facility and site, including all architectural, structural, fire alarm/fire protection design, IT security, AV/IT plan, and mechanical, electrical, plumbing (MEP) engineering drawings, and site plans including SESC, grading, layout, planting, and detail plans. This should include project specifications detailing all materials and required quality levels.
- B. Documentation will include submission of 30%, 60%, 90%, and 100% construction document bid sets for review, issued for permits, and issues for bid. (See Exhibit B for deliverables details)

- C. During the 30%, 60%, 90%, and 100% a revised itemized Estimate of Probable Construction Cost should be updated and reflect the additional detail developed in the documents and the construction environment.
- D. Assist in the preparation of a Bid Package for construction.
- E. Provide an estimated timeline and lead time items needed to complete all construction services.
- F. Provide any required drawings for the coordination of fixtures, furniture and equipment.
- G. Submit required stamped and sealed construction documents for required government permits and approvals. Review Plan Review and permit application and calculated fees with DBA project Manager PRIOR to submission. Add DBA project manager as a plan review/ permit delegate, with all permissions in ELAPS on-line application.
- I. Revise construction documents per City's plan review comments as required.
- J. Deliverables:
 - See attached Exhibit B for expected level of document completion at 30,60, and 90% Construction Documents.

VII. Construction Phase Services and Post-Construction Phase Services:

The Respondent (Design/Build Team) shall provide the following Services for the Project:

- A. Prepare and execute construction contracts upon receipt of the DBA's written approval.
- B. Coordinate the Work with the DBA, General Services Department and the Detroit-Wayne Joint Building Authority.
- C. Coordinate all access, unloading, storage, temporary facilities/equipment, and trash removal for the Project with the DBA and the Detroit-Wayne Joint Building Authority.
- D. Review of payment requests, including coordinating with the DBA acceptance of materials, review of completed work, organization of any required testing, coordination with authorities having jurisdiction, and receipt of final record documentation.
- E. Permits – Coordinate with those entities having jurisdiction over the Project to ensure that all necessary permits are obtained in a timely fashion, in support of the schedule.

- F. Coordinate with the DBA and the Detroit-Wayne Joint Building Authority, the site management, including the allocation of storage areas, jobsite trailers, site access, site maintenance, jobsite safety and security, waste removal, etc.
- G. Preparing consolidated monthly updated schedules, budgets, progress status reports and cash flow projections during pre-construction and construction through close-out. The Respondent will provide the DBA with monthly progress reports during construction, including, when requested, presentations to the DBA Board.
 - Monthly Reporting – See Exhibit N “FORMAT FOR THE MONTHLY PROGRESS REPORT DETROIT BUILDING AUTHORITY CAPITAL PROJECTS”.
- H. Providing compatibility and constructability assessments with consideration for operations and potential for future improvements / expansion including close coordination with the DBA.
- I. Start up and Commissioning of System - The Respondent shall be responsible for coordinating and overseeing with the DBA the startup and commissioning appropriate and incidental to the Project.
- J. Assisting the DBA with Project scope development & use / benefit (ROI) assessment of conceptual design features and systems.
- K. Executing, administering, and providing direct supervision for all DBA approved contracts for the construction and commissioning of the Project.
- L. Arranging for, contracting, and supervising independent quality control inspection services.
- M. Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA's Project Accountant
- N. Executing, administering, and providing direct supervision for all DBA approved contracts for the construction and commissioning of the Project.
- O. Arranging for, contracting, and supervising independent quality control inspection services.
- P. Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA's Project Accountant.
- Q. Plan and provide a construction sequencing plan or phasing plan with the DBA, the City Of Detroit, and Detroit-Wayne Joint Building Authority. This project will require a minimum disturbance of office activity during construction. After hours work will be required for certain tasks.

VIII. Construction Administration

- A. In conjunction with selected construction contractor, review construction schedule.
- B. Review and approve all request for information (RFI), shop drawings, project data, and samples for compliance with contract documents. Consult with the City as needed.
- C. Conduct site visits for the purposes of construction observation, project review and general project oversight as needed. Coordinate site visits with the DBA and the selected contractor at major milestones might that include but is not limited to: after wall layout has been established, wall rough-in near completion, above ceiling rough-ins, during finishes installation, punch list walk.
- D. Review and communicate with the city on any proposed change orders. Assist in the processing them for approval.
- E. Participate at weekly construction project progress meetings and take meeting minutes.
- F. Certify that all contractor work is performed and completed per the project's construction documents.
- G. At the completion of construction, perform all final project walk-throughs with the DBA for final Owner acceptance of the project.
- H. Prepare a punch list and submit for a certificate of substantial completion.
- I. Assist the DBA in securing a Certificate of Acceptance or other approvals as required.

IX. Post Construction (Project Close Out):

- A. Supervise completion of all punch lists:
 - a. Coordinate final sign off with the DBA and the Mayor's Office.
- B. Coordinate the completeness and delivery of marked up "as-built" plans for incorporation into record drawings that meet the DBA's requirements.
- C. Obtain, review for completeness, and deliver operations and maintenance manuals and warranties to the DBA and the Mayor's Office.
- D. Arrange and coordinate the training of the facility with the DBA and the Mayor's Office operations personnel, as required.
- E. Receive and review warranties of the systems;
- F. Ensure closure of all permits;
- G. Address post construction insurance requirements;
- H. Resolve all claims;
- I. All other requirements of the General Terms and Conditions.

J. Security – The Respondent will coordinate job site security from construction until acceptance of Certificate of Occupancy from the DBA.

EXHIBIT B
DRAWINGS
(For Reference Only)

▪ **Schematic Site Plan Sketch - Phase 1**

