

**AMENDMENT NO. 3
TO
CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT
WITH
CADILLAC ASPHALT, LLC**

THIS CONTRACT AMENDMENT NO. 3 (hereinafter called the "Amendment No. 3"), dated as of this 16th day of January, 2020 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 **CADILLAC ASPHALT, LLC**, a Michigan limited liability company, located at 39255 Country Club Drive, Suite B-20, Farmington Hills, Michigan 48331 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, on October 18, 2018, the Authority and the Contractor did heretofore enter into a Construction Services Agreement (the "Contract") in the amount of \$2,460,000.00, for the rehabilitation of Runway 15-33 at the Coleman A. Young International Airport located at 11499 Conner Avenue, Detroit, Michigan 48213 (the "Project"); and

WHEREAS, on June 20, 2019, the Authority and the Contractor executed Amendment No. 1 to the Contract for removal and replacement of asphalt in the amount of One Hundred Forty-Six Thousand Six Hundred Forty and 00/100 (\$146,640.00) Dollars for the Project; and

WHEREAS, on August 15, 2019, the Authority and the Contractor executed Amendment No. 2 to the Contract for the remarking of Taxiway A from the east side of Runway 33 to the north end of Runway 15-33 in the amount of Thirty Five Thousand Six Hundred Eighty Three and 26/100 (\$35,683.26) for 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 Authority and the Contractor now desire to reconcile the compensation with the completion of the project and that the rehabilitation, re-paving, grooving, and marking of Runway 15-33 capital project be closed out;

WHEREAS, the Authority and the Contractor now desire to amend the Contract to reduce the compensation under the Contract by Twenty-Five Thousand Four Hundred Twenty-One and 70/100 (\$25,421.70) Dollars; 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 Section IV of the Contract is hereby amended to reflect a decrease of Twenty Five Thousand Four Hundred Twenty One and 70/100 (\$25,421.70) Dollars in the compensation payable to the Contractor, thereby decreasing the total compensation payable to the Contractor

to an amount not to exceed Two Million Six Hundred Sixteen Thousand Nine Hundred One and 56/100 (\$2,616,901.56) Dollars.

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 Agreement, 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 Agreement or in connection with performing under the terms of the Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

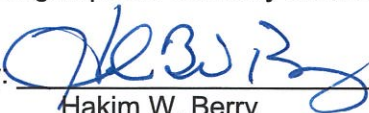
5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

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.

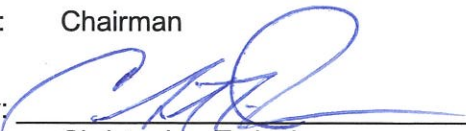
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

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

By:  _____
Hakim W. Berry

Its: Chairman

By:  _____
Christopher T. Jackson

Its: Treasurer

CADILLAC ASPHALT, LLC, a Michigan limited liability company

By:  _____
Its: AREA MANAGER

APPROVED AS TO FORM:



General Counsel
City of Detroit Building Authority

COLEMAN A. YOUNG INT'L AIRPORT
Detroit, MI

REHABILITATE RWY. 15-33, GROOVE AND MARK
Final Contract Quantity Adjustments

PAY ITEM	DESCRIPTION	UNITS	AS-BID QTY.	FINAL QTY.	CHANGE	UNIT PRICE	DOLLAR CHANGE
1000525	Permits	dlrs	1	0	-1	\$2,500.00	-\$2,500.00
1080531	Bare Counterpoise Wire, #6, Solid, Installed	lf	300	50	-250	\$5.00	-\$1,250.00
1087001	Misc. 2 - 1/C #8, 5ky, LB24 wire, Installed in CIC	lf	300	100	-200	\$20.00	-\$4,000.00
1560620	Erosion Control, Inlet Filter	ea	6	0	-6	\$281.00	-\$1,686.00
1560625	Erosion Control, Silt Fence	lf	530	0	-530	\$6.30	-\$3,339.00
4010638	Bituminous Surface Course, Gradation 2	ton	11,600	10,923.9	-676.1	\$120.00	-\$81,132.00
4010639	Bituminous Surface Course, Gradation 2, Exec. Terminal	ton	700	652.7	-47.3	\$150.00	-\$7,095.00
6200519	Airport Pavement Marking, 1/2 Rate, Solid White	sf	24,440	49,848.0	+25,408	\$0.35	\$8,892.80
7510561	Reconstruct Drainage Structure, Exec. Terminal	ea	1	2	+1	\$7,500.00	\$7,500.00
9010518	Seeding With Mixture and Rate As Specified	sy	1,000	895	-105	\$2.25	-\$236.25
9050526	Topsolling From Off-Site, Material Furnished by Contractor	sy	1,000	895	-105	\$3.25	-\$341.25
9087011	Misc. Mulch Blanket	sy	1,000	895	-105	\$3.00	-\$315.00
8007011	Shoulder Overburden Removal, Reseed, & Mulch	sy	0	3,755	+3,755	\$16.00	\$60,080.00
					TOTAL CONTRACT CHANGE:		-\$25,421.70

2190063/PEC/Contract C.O. 03/101419 final qtys.