

AMENDMENT NO. 4  
TO  
CITY OF DETROIT BUILDING AUTHORITY  
  
CONSTRUCTION SERVICES AGREEMENT  
WITH  
RAM CONSTRUCTION SERVICES

THIS AMENDMENT AGREEMENT NO. 4 (hereinafter called "Amendment No. 4"), dated as of this 22nd day of February, 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 RAM CONSTRUCTION SERVICES, a Michigan corporation, with offices located at 13800 Eckles Road, Livonia, Michigan 48150 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, on December 19, 2019, Contractor and the Authority did heretofore enter into a Design/Build Services Agreement (the "Contract") to provide for the development, engineering, and construction for immediate priority structural repairs at the Ford Underground Parking Garage (the "Project"); and

WHEREAS, on April 20, 2023, Contractor and the Authority did hereto enter Contract Amendment No. 1 for additional structural repairs, new electrical restroom heaters, new safety stair tread nosings, roofing plumbing repairs, and exterior marble façade repairs at Ford Underground Parking Garage; and

WHEREAS, on May 23, 2023, Contractor and the Authority did hereto enter into Contract Amendment No. 2 for structural shoring of the Detroit Grand Prix Grandstand and Pedestrian Bridge; and

WHEREAS, on October 26, 2023, Contractor and the Authority did hereto enter into Contract Amendment No. 3 for the structural rehabilitation of exit ramps at Ford Underground Parking Garage; 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 amend the Contract for the cleaning, prepping and painting of the walls and restriping of the parking stalls, along with the

repair and replacement of the east side sump pump and sump pump control panel in the Ford Underground Parking Garage; and

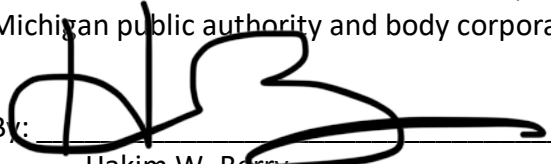
NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That the Contract is hereby amended to reflect an increase of One Hundred Eighteen Thousand and 00/100 Dollars (\$118,000.00) in the compensation payable to the Contractor, for the costs associated with additional construction services provided on the Project as referenced in Exhibit A-4 attached hereto, which includes an Owner Controlled Contingency of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), thereby increasing the total compensation payable to an amount not to exceed One Million One Hundred Sixty Four Thousand Four Hundred Sixteen and 00/100 Dollars (\$1,164,416.00).
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. 4 and any of the provisions of the Contract, the provisions of this Amendment No. 4 shall control.

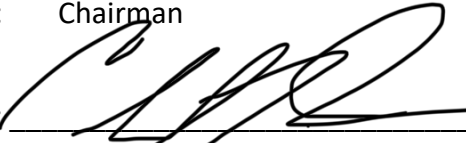
**[END OF PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 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

**RAM CONSTRUCTION SERVICES**, a Michigan corporation

By:   
Robert A. Mazur

Its: Robert A. Mazur, Director

**APPROVED AS TO FORM:**

  
General Counsel  
City of Detroit Building Authority

## EXHIBIT A-4

### ADDITIONAL SCOPE OF WORK

Contractor's scope of work is expanded to include the following at Ford Underground Parking Garage:

- Power Wash Upper Level 120,000 sf of floor surface;
- Power Wash and Paint Upper-Level Walls (one color);
- Re-stripe Upper-Level existing parking stalls on upper level;
- Clean, Paint, & Repair Escalator Lobby
  - Knockdown and repair loose 60 sf of overhead concrete
  - Paint areas that have existing painted surfaces
- Repair and replacement of East side Sump Pump
- Repair and replacement of East side Sump Pump Control Panel



February 6, 2024

Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, MI 48226

Attention: Tyrone Clifton, Director – Detroit Building Authority  
[tclifton@detroitmi.gov](mailto:tclifton@detroitmi.gov)

Regarding: Ford Underground Garage Upper Level – Painting, Power Wash, Stripping

Dear Tyrone Clifton,

In answer to your request, RAM proposes to furnish all labor, material, equipment, supervision and insurance to complete the following scope of work on the above captioned project.

Please see scope of work:

**Power Wash Upper Level**

- Power wash 120,000 SF of floor surface in lower level of garage.

All the above discussed work will be completed for the sum of ..... \$23,848.00

**Power Wash Walls, Painting Upper Level**

- Paint interior lower-level wall with Sherwin Williams product upon necessary prep work including power washing wall surface.

All the above discussed work will be completed for the sum of ..... \$45,362.00

**Striping Upper Level**

- Restripe all existing parking stalls on upper level.

All the above discussed work will be completed for the sum of ..... \$8,898.00



**Notes: RAM will temporarily block of the upper level to Ford Underground starting 6am 2.7.24, the deck will be reopened to the Public for the upper level on Monday 12, 2024. RAM may need to take as necessary locations after the deck reopens to continue providing painting applications.**

Exclusions:

- Permits
- Painting Warranty
- Anything not listed above.

As always, we will barricade the work area and perform a final clean-up once all work is complete. Thank you for the opportunity to be of service. Please feel free to contact me with any questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "AZ", is written below the text "Respectfully,".

RAM Construction Services of Michigan, Inc.  
Anthony Zanni



February 16, 2024

Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, MI 48226

Attention: Tyrone Clifton, Director – Detroit Building Authority  
[tclifton@detroitmi.gov](mailto:tclifton@detroitmi.gov)

Regarding: Ford Underground Garage – Escalator Area  
Clean / Paint / Repair

Dear Mr. Clifton,

In answer to your request, RAM proposes to furnish all labor, material, equipment, supervision and insurance to complete the following scope of work on the above captioned project.

**Escalator Area:**

- Mobilize the site with equipment, labor, materials, traffic barricades and removal of debris.
- Knockdown loose overhead concrete up to 60 SF.
- Remove loose debris from direct area.
- Install VOH hand patch approximately 60 SF.
- Clean and scrape areas that have existing painted surfaces.
- Paint areas that have paint existing.

**All the above discussed work will be completed for the sum of ..... \$14,480.00**

Exclusions:

- Permits.
- Painting Warranty.
- Anything not listed above.

As always, we will barricade the work area and perform a final clean-up once all work is complete. Thank you for the opportunity to be of service. Please feel free to contact me with any questions or concerns.

Respectfully,

RAM Construction Services of Michigan, Inc.

A handwritten signature in blue ink, appearing to read "AZ", is written over the typed name of Anthony Zanni.

Anthony Zanni  
AZ/ah/24-020