

SERVICE AGREEMENT EXTENSION
BETWEEN
PRECISION CONCRETE, INCORPORATED
AND
THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, a Michigan municipal corporation, located at 301 E. Huron St. Ann Arbor, MI 48104 (“City”) and Precision Concrete, Inc., a Michigan Corporation located at 1896 Golden Eye Drive, Holland, MI 49424 (“Contractor”) entered into a Service Agreement (“Agreement”) for the 2013 Sidewalk Cutting Project, and

Recitals:

Whereas, under the terms of the Agreement, the Agreement could be extended upon proper notice and the mutual agreement of the parties for a period of two (2) one-year terms, and

Whereas, the City and the Contractor previously agreed to extend the Agreement for a one year period commencing April 14, 2014, and terminating April 13, 2015, and

Whereas, the City having requested a second one-year extension and the parties having agreed to extend the Agreement for the one year period commencing April 14, 2015, and terminating April 13, 2016.

Terms:

The parties agree as follows on this _____ day of March, 2015.

1. Contractor shall provide Sidewalk Cutting as specified in Bid No. 4260 during the April 14, 2015, through April 13, 2016, extended term.
2. Contractor shall maintain, during the extension period, all insurance required under the Agreement, and shall comply with all terms and conditions thereof, including but not limited to Contract Compliance requirements under City Code Chapter 112 and Living Wage requirements under City Code Chapter 23.
3. City shall pay the Contractor a total annual payment of approximately \$130,000 per year for the services to be provided under this extension agreement. Contractor to submit invoices as required under the Agreement. Payments are subject to approval of the Contract Administrator.

All terms, conditions, and provisions of the Agreement between the parties unless specifically amended above, are to apply to this extension and are made a part of this extension as though expressly rewritten, incorporated, and included herein.

This extension of the Agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

FOR THE CONTRACTOR

By _____
Mark Bonkowski, President

FOR THE CITY OF ANN ARBOR

By _____
Steven D. Powers, City Administrator

Approved as to substance

By _____
Craig Hupy, Service Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney