

EXTENSION No. 1
TO THE CONTRACT BETWEEN
THE CITY OF ANN ARBOR
AND
STRAWSER CONSTRUCTION, INC.

This is Extension No. 1 (“Extension”) to the Contract between the City of Ann Arbor, a Michigan municipal corporation, located at 301 East Huron Street Ann Arbor, MI 48104 (“City”) and Strawser Construction, Inc. (“Contractor”), a State of Ohio Corporation, located at 1392 Dublin Road, Columbus, OH, 43215 for the Street Preventative Maintenance Project – FY2023 dated September 30, 2022 (“Contract”). City and Contractor are referred to collectively herein as the “the Parties.”

Recitals:

Whereas, under the terms of the Contract, the Contract could be extended upon proper notice and the mutual agreement of the Parties for a one-year period or term, and

Whereas, the City having requested a one-year extension and the Parties having agreed to extend the Contract for the one-year period commencing July 1, 2023 and terminating June 30, 2024 on the same terms and conditions.

Terms:

1. The Parties agree to extend the Contract for a period of one year commencing July 1, 2023 and terminating June 30, 2024 (“Extension Period”).
2. Contractor shall perform street preventive maintenance as specified in the Contract and RFP No. 22-37 during the Extension Period.
3. The City shall pay the Contractor for the performance of work under the Contract during the Extension Period the unit prices as given in Contractor’s Bid Form in response to RFP 22-37 and included in the Contract which total shall not exceed \$1,550,000.00. Contractor shall submit invoices as required under the Contract. Payments are subject to approval of the Contract Administrator.
4. Contractor shall provide an updated performance bond and material and labor bond reflecting the Extension Period and new not-to-exceed compensation amount.
5. The parties agree that signatures related to this Extension may be delivered electronically in lieu of original signatures and agree to treat electronic signatures as original signatures that bind them. The Parties agree that this Extension and signatures related to the Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signatures will be deemed to have the same effect as if the original signatures had been delivered to the other Party.

6. All terms, conditions, and provisions of the Contract 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 shall be binding on the Parties and their heirs, successors and assigns.

FOR THE CONTRACTOR

By _____
Douglas Perry, Senior Estimator
Strawser Construction, Inc.

Dated: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Dated: _____

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

By _____
Brian Steglitz, Service Area
Administrator

Approved as to form and substance

By _____
Atleen Kaur, City Attorney