

CONTRACT EXTENSION
BETWEEN
P.K. CONTRACTING, LLC
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 P.K. Contracting, LLC, a Limited Liability Company located at 1965 Barrett Drive, Troy, MI 48084 (“Contractor”) entered into a Contract for the Pavement Marking Maintenance Program; RFP 24-45, and

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 period of one (1) year, 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 October 15, 2025 and terminating October 14, 2026.

Terms:

The parties agree as follows on this 26th day of September 2025:

1. Contractor shall provide all services as specified in RFP 24-45 during the October 15, 2025, through October 14, 2026 extended term. A revised Project Schedule Detailed Specification shall be applicable for the extended contract term shown in Attachment A.
2. Contractor shall maintain, during the extension period, all insurance required under the Contract, 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.

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 of the Contract between the parties shall be binding on the heirs, successors and assigns of the parties.

FOR THE CONTRACTOR

Signed by:
By Nick Shea 10/17/2025
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Nicholas C. Shea, Vice President
P.K. Contracting, LLC

FOR THE CITY OF ANN ARBOR

Approved as to substance

DocuSigned by:
By Milton Dohoney Jr. 10/22/2025
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Milton Dohoney Jr., City Administrator

Signed by:
By Jordan C Roberts 10/20/2025
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Jordan Roberts
Public Service Area Administrator

Approved as to form and content

DocuSigned by:
By Atleen Kaur 10/22/2025
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Atleen Kaur, City Attorney

ATTACHMENT A
CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE

Complete the entirety of work under this Contract in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

Organize, coordinate and diligently execute the work at the locations directed by the City. This schedule details the requirements, if any, for the Start of Work (on or after dates specified), the Completion of Work (on or before dates specified), Restricted Dates and Maximum Calendar Days for Open to Traffic, if any, and the Liquidated Damages per Calendar Day for each calendar day the work remains incomplete beyond the date(s) specified.

The City expects to furnish the Contractor with a copy of the Contract, for its execution, on or before **September 30, 2025**. The Contractor shall properly execute the copy of the Contract and return it, with the required Bonds and Insurance documentation, to the City by **October 14, 2025**. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the PSAA, and in no case before the receipt of the fully executed Contract and Notice to Proceed.

The Contractor shall begin the work of this project on or after **April 15, 2026**, and only upon receipt of the fully executed Contract, Notice to Proceed and approved Progress Schedule. The City will consider granting appropriate time extensions should delays prevent the Contractor from starting work on this date.

The City expects the Contractor will make multiple trips to complete the work in accordance with the approved Project Work Schedule. The entire project shall be completed on or before **June 30, 2026**.

Failure to complete all work as specified, within the times specified, including time extensions granted thereto as determined by the PSAA, shall entitle the City to deduct from the payments due the Contractor **\$1,000.00** in "Liquidated Damages", and not as a penalty, for each calendar day the work remains incomplete beyond the date specified.

Time is of the essence in the performance of the work of this Contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project by the final completion date. Should the Contractor demonstrate that they must work on some Sundays to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

The PSAA may delay or stop the work due to threatening weather conditions. The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

No work shall be performed during City Observed Holidays and effected weekends as follows, unless approved two (2) days in advance by the PSAA:

- Indigenous Peoples Day, Monday, October 13, 2025
- Veterans Day, Tuesday, November 11, 2025
- Thanksgiving, from 3:00 p.m. Wednesday November 26, 2025, through 7:00 a.m. Monday, December 1, 2025
- Christmas Eve, Wednesday, December 24, 2025
- Christmas Day, Thursday, December 26, 2025
- New Years Eve, Wednesday, December 31, 2025
- New Years Day, Thursday, January 1, 2026
- Martin Luther King Jr. Day, Monday, January 19, 2026
- Presidents Day, Monday, February 16, 2026
- Memorial Day, from 3:00 p.m. Friday May 22, 2026, through 7:00 a.m. Tuesday May 26, 2026
- Juneteenth, Friday, June 19, 2026

No work shall be performed the day of, or the day prior, to scheduled University of Michigan home football games, unless approved two (2) days in advance by the PSAA.

The Contractor shall not work in the dark except as approved by the PSAA and only when lighting for night work is provided as detailed elsewhere in this contract. The PSAA may stop the work or may require the Contractor to defer certain work to another day, if, in the PSAA's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work. The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the PSAA for darkness and/or inadequate remaining daylight reasons. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the dark.

Liquidated Damages will be assessed until the required work is completed in the current construction season. If, with the PSAA's approval, work is extended beyond seasonal limitations, the assessment of Liquidated Damages will be discontinued until the work is resumed in the following construction season.

If the construction contract is not completed within the specified period(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the PSAA elects to terminate the Contract, contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the contract work that has been completed.

The 2025 Public Services Standard Specifications, Detailed Specifications herein, and the Michigan Department of Transportation 2020 Standard Specification for Construction shall govern the performance and execution of all construction operations.

Include any/all efforts to organize, coordinate, and schedule the program work in the contract unit price bid for the pay item **General Conditions, Max \$____**.