

EXTENSION No. 1  
TO THE CONTRACT BETWEEN  
THE CITY OF ANN ARBOR  
AND  
P.K. CONTRACTING, LLC  
FOR PAVEMENT MARKING MAINTENANCE

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 P.K. Contracting, LLC (“Contractor”), a State of Michigan Corporation, located at 1965 Barrett Drive, Troy, Michigan, 48084 for Pavement Marking Maintenance – FY2023 (RFP 22-38) dated September 30, 2022 (“Contract”). City and Contractor are referred to collectively herein as “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 pavement marking maintenance and street surface treatment construction as specified in the Contract and RFP No. 22-38 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 the Bid Form in response to RFP 22-38 and included in the Contract which total shall not exceed \$483,240.00. Contractor to 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 the heirs, successors, and assigns.

**FOR THE CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

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