

**AMENDMENT NO. 2
TO
AGREEMENT FOR COLD MILLING ASPHALT STREETS
BETWEEN
CITY OF BROKEN ARROW
AND
A&A ASPHALT, INCORPORATED**

**PROJECT NAME: COLD MILLING ASPHALT STREETS
PROJECT NO. ST22310**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of May 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and A&A Asphalt, Inc., hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement dated May 17, 2022 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONTRACTOR to provide asphalt milling services for the various milling jobs associated with resurfacing projects.

WHEREAS, CITY and CONTRACTOR propose to amend said ORIGINAL AGREEMENT to renew the contract for an additional year at the same unit prices.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONTRACTOR is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires CONTRACTOR to provide cold milling of asphalt streets at various locations, within the corporate limits of the City of Broken Arrow and it is to be accomplished by a non-encumbered contract utilizing the unit price per square yard per approved bid no. 22.162.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay CONTRACTOR in accordance with the terms as a change in the contract amount;

Original Contract Amount executed May 17, 2022	\$650,000
Amendment No. 1	\$650,000
Amendment No. 2	\$650,000

Revised Total Contract Amount

\$1,950,000

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No.2 is 365 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature of both parties.

5. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONTRACTOR signs this AMENDMENT electronically and/or submits documents electronically, CONTRACTOR agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon,
City Manager

Date: _____

CONTRACTOR:

A&A Asphalt, Incorporated

By: _____

Official's Full Name,
Office *JP*

Date: _____

04/09/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: _____

Official's Full Name,
Office *Corporate Secretary*

Date: _____

04/09/2024

Approved as to form:

Assistant City Attorney

VERIFICATION

State of Oklahoma §
County of Tulsa

Before me, a Notary Public, on this 9th day of April, 2024, personally appeared [Signature], known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of A&A Asphalt Incorporated, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12-06-2026 Sarah Christy

