

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 2**

To: CITY desires to utilize the services of Furnish all Labor, Material, Tools and Equipment for the 2021 On-Call (RAP) Reclaimed Asphalt Pavement Slurry Seal and Asphalt Cold Milling.

This Amendment No. 2 to Furnish all Labor, Material, Tools and Equipment for the 2021 On-Call (RAP) Reclaimed Asphalt Pavement Slurry Seal and Asphalt Cold Milling for the City of Garden Grove is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **American Asphalt South, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200145** effective **November 23, 2020**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased from \$825,000.00 to \$950,000.00 to cover the cost of additional work per Attachment A through the current contract term ending on November 23, 2022.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**American Asphalt South, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date