

CHANGE ORDER AMENDMENT TO CONTRACT FOR HIGH DENSITY MINERAL BOND TREATMENT (“HAS”)

This **Change Order Amendment (“Amendment”)** to the Contract for High Density Mineral Bond Treatment (the “Contract”) is made and entered into, by and between the City of Bastrop, 1311 Chestnut Street, Bastrup, Texas 78602 (the “City”) and

Holbrook Asphalt, LLC

(the “Contractor”) and having its principal place of business at:

*1545 E. Commerce Drive
Saint George, UT 84790*

jointly referred to as the “Parties,” for the following amendments to the Contract to include a change order for the Additional Scope of Services described in Attachment “A.”

WITNESSETH:

WHEREAS, the Parties entered the Contract after approval by the City Council on January 23, 2024, for Payments under the Contract in the amount not to exceed \$1,300,000.00; and

WHEREAS, the City Council desires to enter this Amendment to the Contract to increase by 25% the not-to-exceed amount to \$1,625,000.00; and

WHEREAS, The City hereby engages the Contractor to perform certain services, described in the Additional Scope of Services described in Attachment “A”, in accordance with the specifications of the Contract and this Amendment; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Contract and this Amendment; and

WHEREAS, the City Council of the City of Bastrop finds that the public interest will be served by entering into this Amendment with the Contractor to provide services, as needed, within the boundaries of the City of Bastrop, Texas.

NOW, THEREFORE, the City of Bastrop and the Contractor do hereby agree to amend the Contract as follows:

- 1. Amendment to Scope of Work.** Pursuant to the terms of this Amendment and the Contract, in addition to the initial Scope of Work under the original Contract, the Contractor shall perform the Additional Scope of Services described in Attachment “A” to this Amendment, attached hereto and incorporated by reference herein, including providing the City with performance and payment bonds sufficient for the \$340,000.00 in additional work under this Additional Scope of Services.
- 2. Amendment to Not-To-Exceed Amount.** The total Payments under the Contract and this Amendment may not exceed \$1,625,000.00.
- 3. Interpretation of this Amendment.** Except as modified herein by this Amendment, all other terms and conditions of the Contract shall continue in full force and effect. The Contract, as modified by this Amendment, supersedes all

prior agreements and understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this Amendment, including, without limitation, all exhibits attached to this Amendment, are hereby incorporated into and made a part of the Contract.

4. Severability. The City and Contractor agree that should any provision of the Contract, as modified by this Amendment, be determined to be invalid or unenforceable, such determination shall not affect any other term of the Contract or this Amendment, which shall continue in full force and effect.

5. Additional Contract Documents. The following documents attached to this Amendment are hereby incorporated by reference into and are part of the Contract, as modified by this Amendment:

ATTACHMENT A – ADDITIONAL SCOPE OF WORK

JIN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

City of Bastrop, Texas

Holbrook Asphalt, LLC

Signature

Signature

Date

Date

Printed Name

Printed Name

EXHIBIT A

Additional Scope of Work