

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Union,” and JA SEAGRAVES, hereinafter referred to as “Contractor,” shall modify as indicated that agreement between the parties dated September 28, 2018, as modified by amendment, hereinafter referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, Union and Contractor entered into an agreement whereby Contractor would provide certain asphalt restoration services (the “Services”) to Union on an as-needed basis; and

WHEREAS, Contractor has duly provided the Services to Union pursuant to the terms of the Agreement; and

WHEREAS, Union now desires to use its second option to renew the Agreement for an additional one-year term (the “Renewal Term”); and

WHEREAS, Contractor is willing to continue to provide Services during the Renewal Term.

NOW, THEREFORE, in consideration of the parties’ continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. This Agreement shall be renewed for one (1) year, beginning on September 29, 2021, and ending September 28, 2022. Union reserves the right to exercise its ability to extend the Agreement for up to one additional one-year renewal term.
2. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Amendment to be duly executed, this the day and year first above written.

WITNESS:

UNION COUNTY

By: _____
Lynn West, Clerk to the Board

By: _____(SEAL)
William M. Watson, County Manager

WITNESS:

JA SEAGRAVES

By: _____

By: _____(SEAL)

Approved as to Legal Form KLC

This instrument has been preaudited in the manner required
by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer