

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**AMENDMENT NO. 1
DOCUMENT NO. 2024-599
AMENDING DESCHUTES COUNTY CONTRACT NO. 2023-222**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-222 dated May 25, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Bar-7-A Companies, Inc. (Contractor), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

1. Effective Date and Termination Date section is amended as follows:
Effective Date and Termination Date. The effective date of this Contract shall be May 15, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on ~~April 30, 2024~~ **June 30, 2025**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. At the County's discretion, this Contract is subject to two (2) one-year extensions for up to a total of three (3) years. This Amendment authorizes the first renewal for year 3 of Contract 2023-222.
2. Exhibit 1, Section 3 (a)(i) is added to the Agreement:
(i) For all services performed on or after July 17, 2024, County shall pay Contractor on a unit basis, as presented in the 2024 Contract Renewal Cost Proposal dated July 17, 2024, which is attached hereto and made a part of this contract amendment by reference.
3. **Exhibit 1, Section 4 (a) is amended as follows:**
 - a. The maximum compensation under this contract, including allowable expenses, is ~~\$425,000~~ **\$500,000**.
4. Exhibit 1, Section 5 (a) is amended as follows:
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Submittal of monthly progress invoices based on work completed for each task in accordance with the unit pricing outlined in Exhibit 1, Section 3 identified above that is applicable at the time of the performance.

CONTRACTOR: Bar-7-A Companies, Inc.


Authorized Signature

Dated this 29th of July, 2024.

COUNTY:

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

2024 CONTRACT RENEWAL COST PROPOSAL
Contract No. 2024-
YARD DEBRIS AND WOOD WASTE MANAGEMENT SERVICES

Item	Unit Price
Mobilization	
• to Northwest Transfer Station	\$ 1,785. ⁰⁰ /each
• to Southwest Transfer Station	\$ 2,415. ⁰⁰ /each
• to Negus Transfer Station	\$ 1,155. ⁰⁰ /each
Transportation	
• From Northwest Transfer Station to Knott Landfill	\$ 17.85 /ton
• From Southwest Transfer Station to Knott Landfill	\$ 19.43 /ton
• From Negus Transfer Station to Knott Landfill	\$ 17.85 /ton
• From Negus Transfer Station to Bar-7-A Yard	\$ 12.50 /ton
Yard Debris Grinding	\$ 19.43 /ton
Urban Wood Waste Utilization	\$ 25.00 /ton
Base Fuel Surcharge (BFS)	\$ 4. ⁰⁰ /gal
Fuel Surcharge Fuel surcharge pricing adjustments will be based on the following: <ul style="list-style-type: none"> • Fuel surcharges will be calculated incrementally on the basis of 7.5% for every \$1.00 change to fuel costs from the Base Fuel Surcharge (BFS). Bar-7-A shall furnish a monthly average fuel pricing (MAFP) summary from Carson Oil applied to work performed that month to substantiate fuel surcharge adjustments. • Fuel surcharges shall be calculated using the following formula: $(MAFP - BFS) \times .075$ 	

IN WITNESS HERETO, the undersigned has set his/her hand this 16 day of July, 2024 for Bar-7-A Companies.

Brian Skidgel
 Signature

7/17/2024
 Date

Brian Skidgel
 Printed Name

Nicole M Taylor

