

For Recording Stamp Only

AMENDMENT TO DESCHUTES COUNTY CONTRACT NO. 2022-732

DOCUMENT NO. 2024-291

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-732 dated August 29, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, (“County”), and Kirby Nagelhout Construction Company (“Contractor”), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of Contract No. 2022-732, as applicable, remain the same and in full force.

The above-identified Contract No. 2022-732 is amended as follows:

AGREEMENT:

Contract No. 2022-732 is amended as follows:

1. General Requirements: Division 1 Section B is amended to provide a new completion date of June 30, 2024. See attached Exhibit 1.
2. General Conditions: Section 12 Subpart H, Liquidated Damages is amended to provide a new completion date of June 30, 2024. See attached Exhibit 2.
3. Change Order. PCCO #005 is accepted and approved. See attached Exhibit 3.
4. Except as provided herein, and as applicable, the terms of Contract No. 2022-732 shall remain in full force.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.

DATED April 2, 2024


CONTRACTOR By: Kenny Tyler

Dated this 3rd of April, 2024

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF SOLID WASTE


TIM BROWNELL

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

EXHIBIT 1

(To Amendment No. 2024-291)

Division 1: General Requirements

Section 01010 - Summary of the Work

- A. General Statement and Extent of Work.** The work to be performed under these Contract Documents consists of furnishing all labor, materials, tools, and equipment necessary for the construction of the Negus Transfer Station Improvements Project. The project site is at 2400 NE Maple Avenue in Redmond, Oregon.

The work shall be performed in a workmanlike manner, complete and usable as required by the Drawings and these specifications. The work is to be constructed for Deschutes County, herein defined as the Owner.

The general work to be performed for the Negus Transfer Station Project includes, but is not limited to, the following major items:

- Site work including road, storm drainage and utility construction
- Truck scale facilities construction (scales and scalehouse)
- Construction of transfer station building and related facilities (Pre-engineered metal building has been purchased by the owner)

- B. Time of Completion and Liquidated Damages.** Performance of the work to be done under the Contract shall be commenced within ten (10) calendar days after receipt of written notice to proceed by the Contractor, unless later commencement of the work is authorized by the Engineer. The Contractor shall complete all work items on or before ~~January 12 April~~ **June 30, 2024**. For each calendar day after this date that the work remains uncompleted, the Contractor shall pay to the Owner five hundred dollars (\$500) per calendar day as liquidated damages.

Such amounts shall be a reimbursement to the Owner for damages which the Owner will have sustained by reason of such delayed completion. Damages so liquidated are understood to include the additional cost to the Owner for engineering supervision, observation of construction, interest charges and overhead.

- C. Excess Work Hours.** If the Contractor wishes to work at such a time of the day which is during the period other than the regular business hours of the County, including at night, between sunset and sunrise, or on a Saturday, Sunday, or legal State holiday, he shall make a written request for construction monitoring services during such period. If such a request is made and granted, the Contractor shall notify the Engineer not less than twenty-four (24) hours in advance of the time when such monitoring services are required.
- D. Project Coordination.** It shall be the responsibility of the Contractor to coordinate all work to be performed under this Contract. This coordination shall encompass all work to be performed by the Contractor, Contractor's subcontractors, the Owner, and any public utilities which may be involved.
- E. Access to the Work.** The Contractor shall provide access to the work as may be required by the Owner or Engineer. The Contractor also shall provide access to the work for representatives of local, state, and federal agencies as may be required for inspection of the

EXHIBIT 2

(To Amendment No. 2024-291)

- G. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- H. **LIQUIDATED DAMAGES.** It is impractical to determine the actual damages that the County would sustain in the event the project is not completed by ~~January 12 April 1~~ **June 30, 2024**. Therefore, the Contractor shall pay to the County, not as a penalty, but as liquidated damages, **\$500 per calendar day**, or any portion thereof, for each day in which the project is not completed by such date.
- I. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
13. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
14. **Work Standard.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this contract, Contractor agrees to:
- A. Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - B. Comply with all applicable legal requirements;
 - C. Comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - D. Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
15. **Hold Harmless.** To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).
16. **Contractor Not An Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.
17. **Partnership.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

EXHIBIT 3

(To Amendment No. 2024-291)



PCCO #005

Kirby Nagelhout Construction Co.
63049 Lower Meadow Dr.
Bend, Oregon 97701
Phone: (541) 389-7119

Project: 1695 - Negus Transfer Station
2400 Northeast Maple Ave
Redmond, Oregon 97756

Prime Contract Change Order #005: Owner Change Order #05

TO:	Deschutes County 117 NW Lafayette Avenue Bend, Oregon 97701	FROM:	Kirby Nagelhout Construction Company 20651 NE High Desert Lane Bend , Oregon 97701
DATE CREATED:	3/11/2024	CREATED BY:	Kenny Tyler (Kirby Nagelhout Construction Company)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	03/11/2024
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1695:	TOTAL AMOUNT:	\$417,272.72

DESCRIPTION:
CE #016 - Reconcile Fill Cost for Trash Removal

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
016	CE #016 - Reconcile Fill Cost for Trash Removal		\$174,313.06
018	CE's 18, 30, 46, 49 & 51		\$23,965.93
037	CE #037 - RFI-090 Scales and Scale House Drawings		\$45,600.28
055	CE's 55, 56, 59 & 64		\$24,589.68
065	CE's 65, 66, 67, 69 & 71		\$23,106.33
062	CE #062 - RFI-133 Hel-Core Trench Drain		\$82,665.85
070	CE's 70, 74 & 77		\$23,167.79
078	CE #078 - Paint Push Walls		\$19,863.80
Total:			\$417,272.72

CHANGE ORDER LINE ITEMS:

PCO # 016: CE #016 - Reconcile Fill Cost for Trash Removal

#	Budget Code	Description	Amount
1	2-200.S Excavation & Grading	Added Structural Fill due to Unknown Trash Pile	\$158,466.42
Subtotal:			\$158,466.42
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$15,846.64
Grand Total:			\$174,313.06

PCO # 018: CE's 18, 30, 46, 49 & 51

#	Budget Code	Description	Amount
1	5-100.S Steel Fabrication	Added L4x4x1/4 Lintels	\$1,207.50
2	9-250.S Gypsum Drywall.Subcontracts	In-Fill Framing for Mechanical Louver Changes	\$873.00



PCCO #005

#	Budget Code	Description	Amount
3	8-110.S Hollow Metal Door Frames.Subcontracts	Supply and Install Flashing & Louvers	\$1,035.00
4	13-121.P Metal Building Roofing.Purchase Orders	Engineering, Calcs and Material Added per Category IV Requirements	\$6,625.00
5	13-121.M Metal Building Roofing.Material	Shipping	\$2,800.00
6	8-330.S Coiling Doors & Grilles	Add 3" to Coiling Doors	\$1,790.80
7	2-200.S Excavation & Grading	CMP Culvert Add on Entry Road	\$4,688.41
8	2-510.S Asphalt Paving	Added 90sf of Asphalt Paving	\$2,767.50
Subtotal:			\$21,787.21
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$2,178.72
Grand Total:			\$23,965.93

PCO # 037: CE #037 - RFI-090 Scales and Scale House Drawings

#	Budget Code	Description	Amount
1	2-200.S Excavation & Grading	Revised Grades at Scale & Rock Excavation	\$27,594.25
2	2-830.S Chainlink Fencing	Added 145lf of Fencing	\$13,860.55
Subtotal:			\$41,454.80
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$4,145.48
Grand Total:			\$45,600.28

PCO # 055: CE's 55, 56, 59 & 64

#	Budget Code	Description	Amount
1	9-250.S Gypsum Drywall.Subcontracts	Install New Access Panels	\$4,190.00
2	10-200.M Louvers & Grilles.Material	Procure Access Panels	\$934.95
3	5-100.S Steel Fabrication	Fabricate & Install Height Limit Barriers	\$13,934.55
4	3-010.S Concrete Subcontractors	Added (2) Kiosk Post Bases	\$1,115.50
5	5-100.S Steel Fabrication	Repurpose Existing Gate and Install in New Fence	\$2,179.25
Subtotal:			\$22,354.25
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$2,235.43
Grand Total:			\$24,589.68

PCO # 065: CE's 65, 66, 67, 69 & 71

#	Budget Code	Description	Amount
1	16-100.S Electrical	New Light in Attic Space	\$1,193.87
2	10-400.M Interior Signage.Material	Added Signage at Interior	\$2,430.00
3	10-400.L Interior Signage.Labor	Install Room Signs	\$1,135.00
4	2-200.S Excavation & Grading	Added Yard Hydrant per RFI-057	\$10,797.38
5	5-100.S Steel Fabrication	Added Push Wall End Caps	\$2,449.50
6	2-830.S Chainlink Fencing	Added 20' Gate	\$3,000.00
Subtotal:			\$21,005.75
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$2,100.58
Grand Total:			\$23,106.33

PCO # 062: CE #062 - RFI-133 Hel-Core Trench Drain

#	Budget Code	Description	Amount
1	2-200.S Excavation & Grading	Vac Truck to Expose Trench Drain	\$14,220.72
2	9-900.S Painting & Finishing	Sealing of Trench Drain per RFI Detail	\$8,742.00
3	2-520.S Concrete Sidewalk & Paving Sub	Concrete Blankets due to Hel-Core Trench Drain Details Schedule Delay	\$28,314.05



PCCO #005

#	Budget Code	Description	Amount
4	3-010.S Concrete Subcontractors	Bury Hel-Core Pipe in Concrete	\$23,874.00
Subtotal:			\$75,150.77
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$7,515.08
Grand Total:			\$82,665.85

PCO # 070: CE's 70, 74 & 77

#	Budget Code	Description	Amount
1	8-330.S Coiling Doors & Grilles	Added Coiling Door Openers	\$1,847.00
2	5-100.S Steel Fabrication	Added 3" x 4" x 1/4" Angle Iron	\$2,806.00
3	9-900.S Painting & Finishing	Paint Angle Iron	\$2,597.00
4	16-100.S Electrical	Change of Power for Push Pit Operators	\$13,811.63
Subtotal:			\$21,061.63
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$2,106.16
Grand Total:			\$23,167.79

PCO # 078: CE #078 - Paint Push Walls

#	Budget Code	Description	Amount
1	9-900.S Painting & Finishing	Paint Push Walls	\$18,058.00
Subtotal:			\$18,058.00
OH&P, Insurance, Bond (10.00% Applies to all line item types.):			\$1,805.80
Grand Total:			\$19,863.80

The original (Contract Sum)	\$16,859,428.00
Net change by previously authorized Change Orders	\$605,081.09
The contract sum prior to this Change Order was	\$17,464,509.09
The contract sum will be increased by this Change Order in the amount of	\$417,272.72
The new contract sum including this Change Order will be	\$17,881,781.81
The contract time will not be changed by this Change Order.	

Jeff Shepherd (Civil and Environmental Consultants)

Deschutes County

Kirby Nagelhout Construction Company

117 NW Lafayette Avenue
Bend, Oregon 97701

20651 NE High Desert Lane
Bend , Oregon 97701

Jeff A. Shepherd 03/11/2024
SIGNATURE DATE

SIGNATURE DATE

[Signature] 03/11/2024
SIGNATURE DATE