

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2022-420
AMENDING DESCHUTES COUNTY CONTRACT NO. 2020-257**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2020-257 dated April 27, 2020, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Bar Seven A Companies ("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.

The above listed contract is amended as follows:

Effective Date and Termination Date. The effective date of this Contract shall be ~~April 27, 2024~~ **April 27, 2022** 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 27, 2022~~ **April 27, 2023**, 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.

Consideration:

- a. County shall pay Contractor on a unit price basis, as presented in the Bar Seven A Companies ~~2024~~ **2022** Contract Renewal Cost Proposal, which is attached hereto and made a part of this Contract by this reference.

The maximum compensation:

- a. The maximum compensation under this contract, including allowable expenses, is ~~\$459,000~~ **\$425,000**.

CONTRACTOR: BAR SEVEN A COMPANIES

 Brian Skidgel
Authorized Signature

Dated this 26th of April , 2022.

COUNTY:

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS

Patti Adair, Chair

ATTEST:

Recording Secretary

2022 CONTRACT RENEWAL COST PROPOSAL
Contract No. 2020-257
YARD DEBRIS AND WOOD WASTE MANAGEMENT SERVICES

Item	Unit Price
Mobilization	
• to Northwest Transfer Station	\$ 661.25 /each
• to Southwest Transfer Station	\$ 948.75 /each
• to Negus Transfer Station	\$ 327.75 /each
Transportation	
• From Northwest Transfer Station to Knott Landfill	\$ 16.04 /ton
• From Southwest Transfer Station to Knott Landfill	\$ 17.42 /ton
• From Negus Transfer Station to Knott Landfill	\$ 13.57 /ton
• From Negus Transfer Station to Bar-7-A Yard	\$ 11.73 /ton
Yard Debris Grinding	\$ 17.19 /ton
Urban Wood Waste Utilization	\$ 16.85 /ton
Base Fuel Surcharge (BFS)	\$ /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) x .075 	

IN WITNESS HERETO, the undersigned has set his/her hand this 26th day of April, 2022 for Bar-7-A Companies.

Brian Skidgel 4/26/2022
 Signature Date

Brian Skidgel
 Printed Name