

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2021-999  
AMENDING DESCHUTES COUNTY CONTRACT NO. 2020-219**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2020-219 dated March 12, 2019, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and Skanska USA Building 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.

The above listed contract is amended as follows:

**EXHIBIT 1  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2020-219  
STATEMENT OF WORK, COMPENSATION  
PAYMENT TERMS and SCHEDULE**

**3. Consideration**

a. The County and the Construction Manager hereby amend the Contract to establish a Guaranteed Maximum Price. As agreed by the County and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work.

The Contract Sum is guaranteed by the Construction Manager not to exceed **Six Million Three Hundred Fifty Six Thousand Nine Hundred and Sixty Nine Dollars and Zero Cents (\$6,356,969.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, and the Construction Manager’s Fee, and other items: SEE ATTACHMENT “A”.

The Guaranteed Maximum Price is based upon Bid & Permit Set plans and specifications prepared by BLRB Architects, dated 11/2/2021. Submitted to City of Bend Building Department on 11/2/2021.

All cost savings in relation to itemized statement ATTACHMENT “A”, to be documented and returned to the County as a credit subtracted from the Contract Sum.

**Effective Date and Termination Date.** The effective date of this Contract shall be March 12, 2020 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 December 30, 2022, 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.

CONTRACTOR: Skanska USA Building Inc.

\_\_\_\_\_  
Authorized Signature

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

COUNTY:

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, CHAIR

\_\_\_\_\_  
PHIL CHANG, VICE-CHAIR

\_\_\_\_\_  
PATTI ADAIR, COMMISSIONER