

**CITY OF WILSONVILLE
THIRD AMENDMENT TO CONSTRUCTION CONTRACT**

Merryfield and Boones Ferry Trail Project

This Third Amendment to Construction Contract (“Third Amendment”) is effective _____ (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Flow Line Construction LLC**, a domestic limited liability company (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Construction Contract (“Contract”) with Contractor on April 29, 2024, relating to the Merryfield and Boones Ferry Trail Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Construction Contract (“First Amendment”) with Contractor on June 28, 2024; and

WHEREAS, the City entered into a Second Amendment to Construction Contract (“Second Amendment”) with Contractor on November 19, 2024; and

WHEREAS, the City requires additional services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the City and Contractor anticipate that additional time is needed to complete the Work set forth in the Contract and the additional services described in this Third Amendment; and

WHEREAS, Contractor is prepared to provide such additional services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Contract is amended as follows:

Section 1. Term

The term of the Contract is hereby extended to February 28, 2025.

Section 2. Additional Services to be Provided

Contractor will add an asphalt trail around the playground, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the “Additional Services”), pursuant to all original terms of the Contract, except as modified herein.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Contractor pursuant to this Third Amendment shall be completed by no later than February 28, 2025.

Section 4. Contract Sum

The City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed FORTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$43,100.00), based on the unit pricing described in **Exhibit A**, for performance of the Additional Services (“Third Amendment Contract Sum”) which, when totaled with the Total Contract Sum from the Contract and Second Amendment Contract Sum equals a total not-to-exceed amount of THREE HUNDRED THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS (\$300,431.00) for the performance of the Work and Additional Services (“Contract Sum”). The term “Contract Sum,” as defined in the Contract, and as it was amended and replaced in the Second Amendment, is hereby deleted and replaced with the term “Contract Sum” as defined above. Contractor’s estimate of time and materials is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Contract, the First Amendment, and the Second Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this Third Amendment.

The Contractor and the City hereby agree to all provisions of this Third Amendment.

CONTRACTOR:

CITY:

FLOW LINE CONSTRUCTION LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

City of Wilsonville Oregon, Legal Counsel

EXHIBIT A
DESCRIPTION OF ADDITIONAL SERVICES & UNIT PRICING

Flow Line construction LLC

11805 State St
 Salem, OR 97317 US
 +1 5038712260
 construction.flowline@gmail.com
 flowlineusa.com

Estimate

ADDRESS
 Dustin Schull
 City of Wilsonville

ESTIMATE 1161
 DATE 01/24/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	change order	Under this change order we will construct 10' wide asphalt trail around playground to alleviate ADA concerns - alter design grade from station 8+85.6 to 7+59 to 4.5% slope - alter design grade from station 7+58 to 6+98 to 6% slope - cut, fill, and grade where necessary on existing gravel pathway to ADA slope standards - extend existing block walls to accommodate for grade changes - create 5' width asphalt transition into playground wood chips - additional asphalt trail to be approximately 200' in length. 10' width at 4" depth	1	32,000.00	32,000.00
	Level 2 1/2 ACP mixture	ACP estimated quantity 60 tons	60	185.00	11,100.00
	Note	Flow Line Construction will guarantee this order shall not exceed \$43,100	1	0.00	0.00
TOTAL					\$43,100.00