

**AMENDMENT NO. 2 TO CONTRACT
(Yamhill County and Jonas Company)
(Whiteson Landfill Regrading Project)**

THIS AMENDMENT NO. 2 ("Amendment #2") shall be made effective June 30, 2017, as of the last date set forth adjacent to the signatures of the parties below, by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Jonas Company**, an Oregon corporation, located at PO Box 818, Canby, Oregon 97013 ("Contractor").

RECITALS

A. County and Contractor are parties to that certain contract dated October 9, 2015 (the "Underlying Contract"), pursuant to which Contractor provides County with soil to install a new soil cap on the Whiteson landfill, and to perform related tasks, as further described in the Underlying Contract. The Underlying Contract is memorialized in Yamhill County records as Board Order 15-408. The Underlying Contract was first amended to add additional work and extend the complete date on November 10, 2016, memorialized in Yamhill County records as Board Order 16-462

B. Retroactive to June 30, 2017, County and Contractor now desires to further modify the Underlying Contract upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 of the Underlying Contract is hereby amended to include the following language:

The intent of the parties is that, weather permitting, commencing in October, 2017, Contractor shall complete work on the ditches and replace fencing. Contractor will also perform additional work by adding a culvert under the roadway to drain the ditch into an existing drainage area.

2. Section 3 of the Underlying Contract is hereby amended to include the following language:

"The total agreed upon compensation to be paid by County to Contractor for the above specified additional work and materials is \$4,000.00 ("Second Additional Contract Price"). Contractor shall notify County upon substantial completion of the above specified work, including the additional work, by no later than June 30, 2018. Within 10 business days of that notice, County shall either notify Contractor that the work performed is unacceptable, or, if the work has been performed to the reasonable satisfaction of Coordinator, County shall pay Contractor the Second Additional Contract Price."

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Contract shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Contract not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

4. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to

enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

5. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

6. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the dates set forth adjacent to their signatures below.

JONAS COMPANY



RICK JONAS
Date: 11-1-17

YAMHILL COUNTY, OREGON



STAN PRIMOZYCH, Chair
Board of Commissioners
Date: 11-21-17

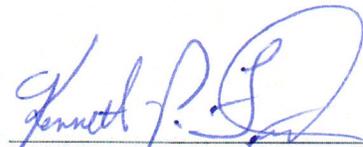
Fed Tax I.D. No: 45-0584450

Contractor Registration No.: 185118

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH, County Counsel



KEN FRIDAY
Yamhill County Planning Director
Date: 11/8/2017

Accepted by Yamhill County
Board of Commissioners on
11-21-17 by Board Order
17-483