

**FIRST AMENDMENT TO AGREEMENT
FOR WESTSIDER TRAIL (PHASE 2) PROJECT
(Yamhill County and Farline Bridge, Inc.)**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective September 16, 2021, by and between **Yamhill County**, a political subdivision of the State of Oregon (“Owner”) and **Farline Bridge, Inc.**, an Oregon corporation, located at 1445 Miller Drive, Stayton, OR 97383, Federal Tax Identification Number 45-2753401 (“Contractor”).

RECITALS:

A. Owner and Contractor are parties to that certain agreement dated January 16, 2020 (the “Underlying Agreement”), memorialized in Yamhill County records as Board Order 20-25, pursuant to which Contractor was to perform certain bridge construction services for the Project, as further described in the Underlying Agreement.

B. Owner and Contractor acknowledge and agree that, due to a number of delays, the Project was not completed by the original completion date of May 1, 2020. Since that time, while the Underlying Agreement has remained in full force and effect, the Owner and Contractor have continued to work together regarding the Project, including recent discussions around potential decommissioning and site restoration services.

C. Owner and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

D. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Owner and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to include the following decommissioning and site restoration services (“Additional Services”), to be completed by November 30, 2021:

Decommissioning and Site Restoration

Mobilize equipment to Site	\$10,000.00
Truck 2 Slabs for RB Johnson Co to Contractor Yard (\$2,000 each)	\$4,000.00
Mob 2 50-ton cranes to Contractor yard & unload 4 slabs	\$10,000.00
Work bridge installed & removed on-site to load 2 slabs	\$30,000.00
Load 2 Beams on-site	\$10,000.00
Truck Beams from site to Contractor yard (\$2,500 each)	\$5,000.00
Cut off and dispose of exposed reinforcing on-site	\$2,500.00

Remove and dispose of concrete at abutments	\$30,500.00
Remove and dispose of steel pile to 3' below ground	<u>\$4,500.00</u>
Total =	\$106,500.00

Slab and Bridge Rail Buyback

Contractor shall purchase back the slabs and bridge rail from Owner at 80% of Owner's cost, as shown below:

Owner's cost to date:	Slabs	\$67,746.21
	Rail	<u>\$21,418.38</u>
Total		\$89,164.59
80% Buyback		\$71,331.68

Total Decommissioning, Site Restoration w/ Buyback = \$35,168.32

2. The balance of Section 1 remains unchanged and the balance of the Underlying Agreement remains unchanged.

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

4. Authority. Owner and Contractor and each of the persons executing this Amendment #1 on behalf of Owner and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, 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 #1 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 #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

Farline Bridge, Inc.

By: 
(signature)
Date: 9-22-2021

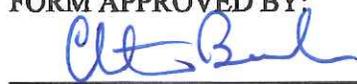
Joey Wolczak
(printed name)
General Manager
(title)

Tax ID No.: 452753401
Contractor Registration No. 194787

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 9/23/21


KEN HUFFER,
County Administrator
Date: 9/23/2021

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 9/24/21