

MODIFICATION #1 TO
PROFESSIONAL SERVICES AGREEMENT #4991
TILLAMOOK COUNTY AND UNIVERSAL FIELD SERVICES, INC.
RIGHT OF WAY SERVICES FOR CAPE MEARES LOOP PROJECT

This Agreement Modification, hereafter "modification #1", is entered into by and between, UNIVERSAL FIELD SERVICES, INC., hereafter "contractor" and Tillamook County, hereafter "county", pursuant to ORS 203.010. The parties entered into a Professional Services Agreement on March 6, 2019. The parties intend this modification to modify their earlier agreement only as to their expressions herein. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

(~~Strike through text~~ indicates removals and *italicized text* indicates additions).

2. AGREEMENT PRICE AND AMOUNT

The price for the services provided by contractor shall be ~~Fifty-Eight Thousand Two Hundred Thirty and 00/100 Dollars (\$58,230.00)~~ *Sixty-Three Thousand Two Hundred Thirty and 00/100 Dollars (\$63,230.00)*.

3. AGREEMENT TERM

The term or period of this agreement shall begin February 15, 2019, and end ~~February 14, 2020,~~ *December 31, 2022.*

4. AGREEMENT DOCUMENTS

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1 This agreement;
- 4.2 Project Proposal and Budget; and
- 4.3 *Amended Statutory Public Contract Provisions;* and
- 4.4 *Additional Scope of Services dated 09-09-2021.*

All provisions of the underlying agreement not otherwise modified by this document remain in full force and effect and are incorporated herein by reference.

Acknowledgement: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

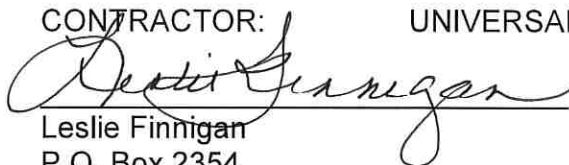
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Approved as to form and content this 22nd day of September, 2021.


 Contract Officer

Dated this 24th day of September, 2021.

CONTRACTOR: UNIVERSAL FIELD SERVICES, INC.



Leslie Finnigan
 P.O. Box 2354
 Salem, Oregon 97302
 503-399-8002
shemelstrant@ufsnw.com

Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
 FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	—	—	— / —
_____ David Yamamoto, Vice-Chair	—	—	— / —
_____ Erin D. Skaar, Commissioner	—	—	— / —

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

 Joel W. Stevens, County Counsel

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AMENDED STATUTORY PUBLIC
CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. *Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.*
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.



Scope of Services
Tillamook County
Cape Mears Loop Project
September 9, 2021

Right-of-Way (R/W) Services– Cape Mears Loop Project

Consultant shall provide additional right of way acquisitions services including labor, equipment and materials to acquire properties as requested by Tillamook County the Cape Mears Loop Road Project.

R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Oregon and County Policies and Procedures.

For the performance of the described Services, Tillamook County will compensate Contractor a total not to exceed \$5,000.00

A handwritten signature in black ink, appearing to read "Seth Hemelstrand", with a long horizontal flourish extending to the right.

Seth Hemelstrand, SR/WA
Project Manager
Universal Field Services