

**SECOND AMENDMENT TO AGREEMENT
YAMHILL COUNTY 2017 ROAD PAVING AND OVERLAY
(Yamhill County and Mainline Paving, LLC)**

THIS SECOND AMENDMENT TO AGREEMENT (“Amendment #2”) is made by and between **Yamhill County**, a political subdivision of the State of Oregon (“Owner”), and **Mainline Paving, LLC** (“Contractor”), an Oregon limited liability company, P.O. Box 768, McMinnville OR 97128.

RECITALS:

A. Owner and Contractor are parties to that certain agreement dated as of July 17, 2017 (the “Underlying Agreement”), memorialized as B.O. 17-264, pursuant to which Contractor is to provide paving maintenance and repairs on certain county roads to complete the Project. The Underlying Agreement was first amended on October 12, 2017, and memorialized as B.O. 17-412.

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

C. 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 3 of the Underlying Agreement is hereby amended to extend the completion date to June 30, 2018.
2. The Underlying Agreement is also amended to provide that the Contractor hereby agrees to maintain the current pricing, as provided in their “Bid Proposal – Yamhill County 2017 Overlay Project” (“Bid Proposal”), which is attached to the Underlying Agreement, for each of the specified MIP roads in the Bid Proposal, including any additional work as described in Amendment #1, until June 30, 2018.
3. The balance of the Underlying Agreement remains unchanged.
4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, 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 constitute valid and binding obligations of Owner and Contractor enforceable according to the terms thereof.

B.O. 17-481

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5. Authority. Owner and Contractor and each of the persons executing this Amendment #2 on behalf of Owner 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.

6. 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.

7. 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.

8. 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 hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials.

Mainline Paving, LLC, an Oregon limited Liability company

By: R. Matt Schawer
(signature)
Date: 11/16/17

Ryan Matt Schawer
(printed name)

President
(title)

Tax ID No.: 20-1737969

YAMHILL COUNTY, OREGON

Stan Primozich
STAN PRIMOZICH, Chair
Board of Commissioners
Date: 11-21-17

John Phelan
John Phelan, Director
Public Works Department
Date: 11-16-17

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 11/21/17

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