

AMENDMENT NO. 1
AGREEMENT FOR REPAIR SERVICES
Between
Pacific County
and
SEA Construction, LLC

This AMENDMENT is entered into between Pacific County, P.O. Box 187, South Bend, WA 98586 (hereinafter “the County”) and SEA Construction, LLC, 84 Elk Creek Road, Raymond, WA 98577 (hereinafter “the Contractor”).

WHEREAS, the Agreement was entered into on December 13, 2022, and Section 2. Payment did not delineate the amount to be paid, in accordance with the award of the bid on December 5, 2022; and

WHEREAS, due to the age of the county jail, it has been determined that there may be unforeseen/emergency repairs that will require immediate attention; and

WHEREAS, in order to complete the unforeseen/emergency repairs in a timely manner, Section 19. Changes in the Work will be added to the Agreement.

NOW THEREFORE, the Agreement for Repair Services shall be amended as follows:

2. PAYMENT. The COUNTY will issue payment(s) to CONTRACTOR in the amount of eighty-three thousand four hundred nine dollars and ninety-six cents (\$83,409.96) including sales tax. All payments will be made in accordance with the laws of the State of Washington.

Invoices shall be submitted to the Department of Public Works with required documentation. Required documentation shall include, but shall not be limited to, intent to pay prevailing wage.

Payment(s) will be made to the CONTRACTOR within thirty (30) days following the receipt of the invoice.

19. CHANGE IN THE WORK. By appropriate modifications, changes in the work may be accomplished after execution of the Agreement. The COUNTY, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Agreement Sum and Agreement Time being adjusted accordingly. Such changes in the work shall be authorized by written Change Order signed by the COUNTY's representative, CONTRACTOR, and Engineer, or by written Construction Change Directive signed by the COUNTY's representative and Engineer.

Adjustments in the Agreement Sum and Agreement Time resulting from a change in the work shall be determined by mutual agreement of the parties, or in the case of a Construction Change Directive signed only by the COUNTY and Engineer, by the CONTRACTOR's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree in writing on another method for determining the cost or credit. Pending final determination for the total cost of a Construction Change Directive, the CONTRACTOR may request payment for work completed pursuant to the Construction Change Directive.

When the COUNTY and CONTRACTOR agree on adjustments to the Agreement Sum and Agreement Time arising from a Construction Change Directive, the Engineer will prepare a Change Order.

The Engineer will have authority to order minor changes in the work not involving adjustment in the Agreement Sum or extension of the Agreement Time and not inconsistent with the intent of the Agreement Documents on behalf of the COUNTY. Such changes shall be affected by written order and shall be binding on the COUNTY and CONTRACTOR.

The CONTRACTOR shall carry out such written orders promptly. If the CONTRACTOR or COUNTY asserts that the change is not "minor," one or the other may negotiate with all parties.

If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Agreement Documents or from those conditions found to exist before execution of the Agreement, the Agreement Sum and Agreement Time shall be equitably adjusted as mutually agreed upon between the COUNTY and the CONTRACTOR; provided that the CONTRACTOR provides prompt written notice to the COUNTY and Engineer before conditions are disturbed.

All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF the COUNTY and the CONTRACTOR have executed this Amendment on the date(s) so noted below.

CONTRACTOR
SEA Construction, LLC

Joelle Buckman

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Jerry Doyle, Commissioner

David Tobin, Commissioner

ATTEST

Amanda Bennett
Clerk of the Board

Date