

**THIRD AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LENDERS CONSTRUCTION SERVICES, LLC
For the County of Humboldt Juvenile Hall Replacement Facility Construction Project
County Project Number: 170212**

This Third Amendment to the Agreement for Consultant Services dated October 6, 2015, as amended on July 11, 2017 and January 18, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Lenders Construction Services, LLC, a California limited liability company, hereinafter referred to as "CONSULTANT," is entered into this 17th day of JAN, 2020.

WHEREAS, COUNTY, by and through its Department of Public Works, desired to retain a qualified professional to provide construction administration services related to the construction of a new full service, medium-maximum security Juvenile Hall facility ("Project"); and

WHEREAS, on October 6, 2015, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of construction administration services for the Project ("Consultant Services Agreement"); and

WHEREAS, COUNTY, by and through its Department of Public Works, subsequently desired to retain a qualified professional to provide special inspection services during construction of the Project in order to meet the quality assurance conditions described in the relevant construction documents and the California Building Code; and

WHEREAS, on July 11, 2017, COUNTY and CONSULTANT amended the Consultant Services Agreement in order to extend the term thereof and expand the scope of services to be provided thereunder to include special inspection services; and

WHEREAS, construction of the Project was delayed beyond the anticipated construction completion date of October 8, 2018; and

WHEREAS, on January 18, 2019, COUNTY and CONSULTANT amended the Consultant Services Agreement in order to extend the term thereof to allow for the provision of construction administration and special inspection services for the anticipated construction period beyond October 8, 2018; and

WHEREAS, the parties now desire to further amend the Consultant Services Agreement to once again extend the term thereof and expand the scope of services provided thereunder to allow for the provision of additional construction administration and special inspection services for the remainder of the anticipated construction period.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 3 – Term of the Consultant Services Agreement is hereby amended to read as follows:

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full

force and effect for a period of one thousand nine hundred thirty (1,930) calendar days, unless sooner terminated as provided herein.

2. Section 15 – Indemnification is hereby amended to read as follows:

15. INDEMNIFICATION:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of CONSULTANT's negligent performance of, or failure to comply with, any of the obligations contained in this Agreement, except such loss or damage which was caused by the negligence or willful misconduct of COUNTY.

3. Section 2.3.17 of Exhibit A – Scope of Services is hereby amended to read as follows:

2.3.17 Special Inspections and Testing of Materials, includes:

2.3.17.1 Compaction testing

2.3.17.2 Structural concrete

2.3.17.3 Structural steel and welding

2.3.17.4 Masonry special inspection and testing

2.3.17.5 Expansion anchors and epoxy installed anchorage special inspection

2.3.17.6 Fireproofing special inspection

4. CONSULTANT shall provide additional services consistent with those described in Section 2 of Exhibit A – Scope of Services (“Exhibit A”) “Task #2: Resident Construction Administration” of the Consultant Services Agreement, as amended, beyond the originally anticipated number of days and those described in Section 4 of Exhibit A as additional services. The term of these additional services will be an additional three hundred sixty-five (365) calendar days as modified in paragraph 1 above, and be compensated on a lump sum basis per Section 2.7.3.5 of Exhibit C – Project Budget (“Exhibit C”) with a lump-sum price for these additional services not to exceed Three Hundred Seventeen Thousand Seven Hundred Sixty Dollars (\$317,760.00).
5. CONSULTANT shall provide additional special inspections services consistent with those described in Section 2.3.17 of Exhibit A of the Consultant Services Agreement, as amended, beyond the originally anticipated number of days. These additional special inspections services will be compensated on a time and materials basis per Section 2.7.3.5 of Exhibit C with a maximum pre-authorized price for these additional services not to exceed Forty Thousand Dollars (\$40,000.00).
6. Except as modified herein, the Consultant Services Agreement dated October 6, 2015, as amended on July 11, 2017 and January 18, 2019, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment to the Agreement for Consultant Services dated October 6, 2015 as of the first date written above.

LENDERS CONSTRUCTION SERVICES, LLC:

By: 
Jeffrey Smith
President


Date: 1/17/2020

COUNTY OF HUMBOLDT:

By: 
Thomas K. Mattson, Director
Humboldt County Department of Public Works

Date: 1/17/20

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By: 
Risk Management

Date: 2/6/2020