

**SECOND 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 Second Amendment to the Agreement for Consultant Services dated October 6, 2015, as amended on July 11, 2017, 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 18TH day of JAN., 2019.

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 has been delayed beyond the anticipated construction completion date of October 8, 2018; and

WHEREAS, the parties now desire to further amend the Consultant Services Agreement to extend the term thereof and allow for the provision of additional construction administration and special inspection services for the anticipated construction time beyond October 8, 2018.

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 five hundred sixty-five (1,565) calendar days, unless sooner terminated as provided herein.

2. The Consultant Services Agreement is hereby amended to delete Exhibit D – Billing Rate Schedule ("Exhibit D"), and replace it in its entirety with the modified version of Exhibit D that is attached

hereto and incorporated herein by reference. The modified version of Exhibit D attached hereto shall supersede any and all prior versions thereof as of January 1, 2019.

- 3. CONSULTANT shall provide additional services consistent with those described in Section 2 of 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 time and materials basis per Section 2.7.3.5 of Exhibit C and the modified version of Exhibit D attached hereto with a maximum pre-authorized price for these additional services not to exceed Four Hundred Thirty-One Thousand Eight Hundred Dollars (\$431,800.00).
- 4. Except as modified herein, the Consultant Services Agreement dated October 6, 2015, as amended on July 11, 2017, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

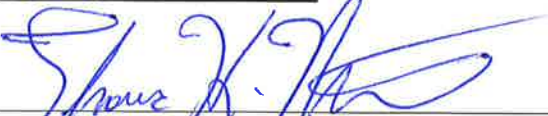
IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment to the Agreement for Consultant Services dated October 6, 2015 as of the first date written above.

LENDERS CONSTRUCTION SERVICES, LLC:

By: 
Jeffrey Smith
President


Date: 1/17/19

COUNTY OF HUMBOLDT:

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

Date: 1/18/19

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By: 
Risk Management

Date: 1/24/19

LIST OF EXHIBITS:

Exhibit D – Billing Rate Schedule

**EXHIBIT D
BILLING RATE SCHEDULE**

Standard Billing Rates

Administrative Assistant	\$75 / hour
Construction Observer/Inspector	\$150 / hour
Senior Associate	\$150 / hour
Principal	\$160 / hour

Expenses

Out-of-Pocket Direct Job Expenses	Cost plus 10%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expenses

Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation	Cost plus 10%
Lodging and Sustenance	Cost plus 10%

Billing and Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two (2) hours will be billed for any work performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within thirty (30) days from the date of the invoice. An interest charge of one and one-half percent (1.5%) per month shall be made on the unpaid balance starting thirty (30) days after the date of invoice.

This schedule of billing rates shall be effective January 1, 2019, and shall remain in full force and effect until expiration of this agreement, unless modified pursuant to a mutually agreed upon amendment to the Consultant Services Agreement dated October 6, 2015.

END OF EXHIBIT D