

**FIRST AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LENDERS CONSTRUCTION SERVICES, LLC
PROJECT NAME: JUVENILE HALL REPLACEMENT FACILITY CONSTRUCTION PROJECT
PROJECT NUMBER: 170212**

This First Amendment to the Agreement for Consultant Services dated October 6, 2015, 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 11 day of July, 2017.

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; and

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

WHEREAS, the COUNTY requires special inspection services during construction to meet the quality assurance conditions described in the relevant construction documents and the California Building Code; and

WHEREAS, the current construction completion date will exceed the term of the Consultant Services Agreement; and

WHEREAS, the parties now desire to amend the Consultant Services Agreement to extend the term thereof by three hundred fifty (350) calendar days, expand the scope of services provided thereunder and increase the rates of compensation set forth therein by Seventy Thousand Dollars ("\$70,000.00") accordingly.

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 remain in full force and effect for a period of one thousand two hundred (1,200) calendar days, unless sooner terminated as provided herein.”

2. Subsection 2.3 of Exhibit A – Scope of Services is hereby amended to add the following provisions:

“2.3.16 Special Inspections (Sub Consultant SHN Consulting Engineers & Geologists, Inc.). The Special Inspector and materials testing services shall be performed by SHN Consulting Engineers & Geologists, Inc. under a sub consultant agreement.

2.3.17 Special Inspections and Testing of construction 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

2.3.18 Consultant will not be responsible for any Sub-Consultant services not specifically listed in 2.3.17 above.”

3. Subsection 2.2 of Exhibit C – Project Budget is hereby amended to read as follows:

“2.2 Services Fee Defined. The total fee for all Services is calculated as follows:

2.2.1 Construction Administration Services Fee: \$530,000

2.2.2 Sub-Consultant Services Fee \$70,000

2.2.3 Maximum Services Fee Total: \$600,000”

4. Subsection 2.6.2 of Exhibit C – Project Budget is hereby amended to add the following provisions:

“2.6.2.1 Sub Consultant SHN Consulting Engineers & Geologists, Inc. will charge CONSULTANT for services on an expense basis and CONSULTANT will be reimbursed by COUNTY for those charges according to the terms of the Consultant Services Agreement. The authorized sum in this amendment is an upset limit to the pre-authorized reimbursable charges and not intended to be a guaranteed maximum for the added scope of work.”

5. Except as modified herein, the Consultant Services Agreement dated October 6, 2015 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Consultant Services Agreement, the provisions of this First Amendment shall govern.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the first date written above.

LENDERS CONSTRUCTION SERVICES, LLC:

By:  _____
Jeffrey Smith
President

Date: 6/22/17

COUNTY OF HUMBOLDT:

By:  _____
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 7/11/17

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By:  _____
Risk Management

Date: 6/29/17