

## **AMENDMENT NO. 1 TO CONTRACT BMC16538 WITH LDA PARTNERS, LLP**

**THIS AMENDMENT** is effective the 8th day of May, 2018 by and between LDA Partners, LLP, hereinafter referred to as "Contractor," and COUNTY OF NEVADA, hereinafter referred to as "County," (collectively, the "Parties"). Said Amendment will amend the agreement between the parties entitled ARCHITECTURAL DESIGN SERVICES FOR THE NEVADA COUNTY OPERATIONS CENTER PROJECT, executed on November 8, 2016 by Resolution No. 16-538..

**WHEREAS**, the Parties desire to amend their agreement to allow for the provision of utility application submittal services and to confirm status with agencies for permits and installation and related services and to extend the contract term.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. That this amendment shall be effective as of May 8, 2018.
2. That the Schedule of Services, Exhibit "A" **Phase 4 – Construction Documents** be amended to provide additional services as follows:

### V. Utility Application Submittal Services

- Contractor will provide utility application submittal services and confirm status with agencies for permits and installation to include but not limited to the following:
  1. Contractor will create easement deeds, legal and supporting exhibits for Nevada Irrigation District (NID) and/or utility companies. Contractor will coordinate with the County and NID/utilities for acceptance at their respective Boards
  2. Contractor will coordinate with the electrical consultant and PG&E as necessary and update civil plans to reflect PG&E design.
  3. Contractor's submittal to NID will include necessary coordination with the sprinkler and mechanical consultants and a separate cost estimate. Contractor will process the submittal through to approval.
  4. Contractor will provide a separate underground fire service pipeline plan and a separate set of underground fire line service piping plan complete with details for the fire department review only **if required** by the Authority having jurisdiction.
  5. Contractor will obtain and County will pay for mechanical, plumbing, and electrical service permits from PG&E and AT&T to allow the project to go to construction. These services will include joint trench and transformer design necessary to power the onsite structures.
  6. Contractor will design a septic system that will be able to tie into the Grass Valley sewer at a future date.

3. That the Schedule of Charges and Payments, Exhibit "B" be amended as follows to reimburse Contractor for the additional services in an amount not to exceed \$23,700 (**if item four (4) is required**).

Utility Application Submittal Services:

1. \$5,760
2. \$900
3. \$2,400
4. \$5,760 (**if required**)
5. \$6,480
6. \$2,400

4. That the Contract be increased by \$23,700 to \$1,068,600 and that page one of the contract be amended as follows:

(§2) **Maximum Contract Price:** \$1,068,600

5. That the contract termination date be extended to December 31, 2020 and that page one of the contract be amended as follows:

(§3) **Contract Termination Date:** 12/31/2020

6. That in all other respects, the prior agreement of the parties shall remain in full force and effect except as amended herein.

**IN WITNESS WHEREOF**, the parties hereto have executed or cause this instrument to be executed as of the day and year first above written.

APPROVED AS TO FORM:  
COUNTY COUNSEL

COUNTY OF NEVADA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Edward C. Scofield  
Chair of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

By: \_\_\_\_\_