

**AMENDMENT TWO TO AGREEMENT FOR THE CREATION AND INSTALLATION
OF A LIFE-SIZE BRONZE CAST LAKE POMO FAMILY SCULPTURE**

THIS AMENDMENT TO AGREEMENT FOR THE CREATION AND INSTALLATION OF A LIFE-SIZE BRONZE CAST LAKE POMO FAMILY SCULPTURE is made this ____ day of __, 2026, by and between the County of Lake, hereinafter referred to as "COUNTY", and Nordhammer Art Foundry, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT entered into an Agreement on November 28, 2023, to install a life-size bronze sculpture of a Lake Pomo family on the grounds of the Historic Courthouse Museum in Lakeport; and

WHEREAS, COUNTY and CONSULTANT Amended Agreement on June 17, 2025, to extend the term of original Agreement until December 30, 2025; and

WHEREAS, CONTRACTOR has requested a second extension to the timeline outlined in Exhibit "D" and Amendment One; and

WHEREAS, COUNTY has agreed to extend the Agreement as requested to August 15, 2026, with the addition of Exhibit "E"; and

WHEREAS, in 2019 the County's Tribal Advisory Committee to the Lake County Museums (TAC) solicited proposals from five local and non-local skilled sculptors; and

WHEREAS, County's selection committee, comprised of the TAC and the non-profit organization Friends of the Historic Courthouse Museum, recommended the selection of Nordhammer Art Foundry for the creation of a concept design; and

WHEREAS, County hired Contractor in 2020 to prepare a concept design, which served as the basis for the County's successful grant application to the California Arts Council's Upstate California Creative Corps Program to commission the artist to create a life-size bronze sculpture based on the concept design; and

WHEREAS, Contractor has represented to County that Contractor has the necessary qualifications and staffing to perform the duties specified in this

Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend said Agreement to complete the necessary work for the Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM – Section 2 – Term, is hereby modified to read as follows:

"This Agreement shall commence on the date listed above and shall terminate on August 15, 2026, unless earlier terminated as hereinafter provided. Any extension must be mutually agreed upon in accordance with the Modification provisions set forth in paragraph 5 below."

2. The attached Exhibit "E" is hereby incorporated into the Agreement.

Except as specifically modified herein, all other terms and conditions of the Agreement dated November 28, 2023, shall remain in full force and effect.

COUNTY and CONTRACTOR have executed this Amendment Two to Agreement for the Creation and Installation of a Life-Size Bronze Cast Lake Pomo Family Sculpture on the day and year first written above.

COUNTY OF LAKE:

CONTRACTOR:

Chair, Board of Supervisors



Nordhammer Art Foundry

ATTEST: SUSAN PARKER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, o=US,
ou=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakacountyca.gov
Date: 2025.02.19 15:44:11 -0800

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 Execution of Contract by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that the County will actually sustain damages in the amount fixed in Contract for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time as have been allowed pursuant to provisions hereof. Contractor and the County agree that such damages shall be presumed to be the damages actually sustained by Lake County as defined below, and that because of the nature of the project, it would be impracticable or extremely difficult to fix the actual damages.
- 15.1.1 There shall be deducted from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing the then accrued liquidated damages.
- 15.1.2 Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by County for loss of revenue and increased project administration expenses, including extra inspection, and architectural and engineering expenses, related to this Contract because Contractor failed to perform and complete Work within time fixed for completion or extensions of time and have been allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, cost of completion of the Contract, cost of substitute space, or damages suffered by others or other forms of liability claimed against the County as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof, Contractor shall be responsible for the actual amount of any such damages.
- 15.1.3 Should the Contractor fall behind approved Progress schedule, County reserves right to deduct liquidated damages based on an estimated period of late completion. The County need not wait until Contract completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover agreed liquidated damages, then the Contractor forthwith shall pay remainder to County.
- 15.1.4 In addition to the liquidated damages set forth in the Agreement, the contractor shall pay for the additional cost charged against the Work for services rendered by the Owner's Inspector and their agents, i.e., Engineer and their consultants, when the Work exceeds the Contract Time and authorized time extensions. The extra inspection cost shall be deducted from any money due or that may become due to the Contractor under the Contract.
- 15.1.5 If the liquidated damages and inspection costs hereinbefore specified exceed the unpaid balance, the Contractor shall pay the difference to the Owner.
- 15.2 Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 15.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner \$100 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
- 15.4.1 To any preference, priority or allocation order duly issued by the Owner.
- 15.4.2 To any delays of subcontractors occasioned by any of the causes specified in Article 15.4.1 of this Section.

- 15.5 Since time is of the essence, the Contractor shall commence work under this Contract on or before the date to be specified in the Notice to Proceed.
- 15.6 When Contract has been signed by Contractor and Owner, and funds necessary to make payments as required under Contract are available, Owner will serve a Notice to Proceed upon Contractor to that effect. Start date for Contract Times shall be on the date indicated on the Notice to Proceed. Total number of calendar days for completion of Work on Contract shall be as provided above and on Bid form.
- 15.7 The Contract Times (or milestones) may only be changed by Change Order or Written Amendment and all time limits stated in the Contract Documents are of the essence of the Agreement. The Contract Times (or milestones) will be adjusted in an amount equal to the time lost due to the following: a) Changes in the Work ordered by the Engineer; b) Acts or neglect by the County, acts or neglect of utility owners, acts or neglect of other Contractors performing other Work, provided Contractor has fully and completely performed his responsibilities under the Contract Documents, including but not limited to, his cooperation and coordination responsibilities required by the Contract Documents; or, c) Fires, flood, abnormal weather conditions, earthquakes, civil disturbances, or act of God, provided damage resulting there from is not the result of Contractor's failure to properly protect the Work as required by the Contract Documents.
- 15.7.1 Notwithstanding the foregoing, the Contract Times (or milestones) shall not be extended unless Contractor has actually been prevented from completing any part of the Work within the Contract Times (or milestones) due to delay which is (i) beyond the control of Contractor and (ii) due to reasons for which Contractor is not responsible and (iii) a claim for delay is made as provided for herein. Delays attributable to and within the control of a subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor.
- 15.7.2 Where Contractor is prevented from completing any part of the Work within the Contract Times (or milestones) due to delay beyond the control of both the County and Contractor, an extension of Contract Times (or milestones) in an amount equal to the time loss due to such delay shall be the Contractor's sole and exclusive remedy for such delay. The County shall not be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other Contractors performing other work.
- 15.8 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 15.8.1 Terms:
- 15.8.1.1 "Inclement Weather" shall be considered as Temperature, Precipitation (aka Rainfall & Rain Days) or Fog. The conditions for Inclement Weather are defined below, and valuations of Inclement Weather are listed in the Meteorological Data NOAA Chart. The Contractor shall obtain the data from NOAA. The Owner reserves the right to update Meteorological Data included in the NOAA Chart, so that it reflects the most accurate data for the project site, site conditions and locality.
- 15.8.1.2 "Unusually Severe Weather" is more severe than the anticipated Inclement Weather for any given month.
- 15.8.1.3 NOAA, is the National Oceanic and Atmospheric Administration
- 15.8.1.4 "Mud" (aka Mud Days) shall be considered as muddy site conditions, which prohibits access to and around the project site, including access to the buildings. Mud is a direct result of precipitation, and for this reason Mud is treated different than precipitation. Mud, or muddy site conditions, will become a candidate for time extensions, only if the amount of precipitation exceeds that which is anticipated and considered normal "Inclement Weather" for a given month. The Contractor shall understand that even if the anticipated normal precipitation were exceeded for a given month, not all Mud Days may be eligible for time extensions. Only a portion of the actual Mud Days may be considered for a time extension, of which they will be the percentage

of actual precipitation that are above and beyond the anticipated normal precipitation or "Inclement Weather": See "Unusually Severe Weather". Also, precipitation and Mud need to materially affect the activities on the critical path in order for them to impact the project schedule. If precipitation and Mud do not materially affect the critical path of the project, there is no effect to the project and such conditions are not eligible for time extensions. Differing site soil conditions and drainage patterns will create individual variations in how "Mud" affects the site and the progress of the Work. It is the Contractors obligation to become aware of the site soil conditions, drainage patterns, and other elements that may affect the resulting impacts due to Mud.

- 15.9 The unusual weather experience at the project site during the affected Contract period must be found to be Unusually Severe Weather, that is, more severe than the anticipated Inclement Weather and Mud for any given month.
- 15.9.1 The Unusually Severe Weather must actually cause a delay to the completion of the Contract. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 15.9.2 The following schedule of anticipated monthly Inclement Weather is based on National Oceanic and Atmospheric Administration (NOAA) data for the project location and shall constitute the baseline for evaluating weather-related time extensions. The Contractor's progress schedule must include the effect of anticipated Inclement Weather and Mud in all weather dependent activities. Further, the Contractor's bid shall include all costs for potential disruptions as a result of anticipated Inclement Weather and Mud: Disruption to the project may involve cost and time impacts. The Contractor shall be responsible for all impacts resulting from the anticipated amount of Mud and Inclement Weather shown in the following NOAA Meteorological Data Chart. Impacts include, but are not limited to, de-watering, mucking, temporary weather protection, gravel roadways, equipment downtime, etc.
- 15.9.2.1 Upon Notice to Proceed (NTP) and continuing through the Contract duration, the Contractor shall record each occurrence of Inclement Weather and Mud, and the resulting impact to the progress of scheduled Work. Inclement Weather days will be as defined by the following NOAA data and will be counted chronologically from the first to the last day of each month, with each daily incidence of Inclement Weather being counted as a whole day. Once the number of days of anticipated Inclement Weather and Mud are exceeded in a given month, the Contractor will become eligible for an excusable, non-compensable time extension for Unusually Severe Weather delay day will occur when adverse weather prevents work on critical activities for more than fifty percent (50%) of the Contractor's scheduled work day. Upon experiencing critical path delays due to Unusually Severe Weather, the Contractor shall seek a time extension for the Engineer. If the foregoing conditions are met, an excusable non-compensable time extension may be granted.

Meteorological Data for Lakeport, California
Normals, Means and Extremes
TEMPERATURES

Month	Normal		Extremes		Precipitation Normal (in)
	Daily Max	Daily Min	Record Highest	Record Lowest	
January	53.7	32.7	71	20	6.74
February	67.2	35.4	76	23	5.93
March	61.9	37.3	82	27	4.75
April	67.8	39.3	91	28	1.70
May	78.5	44.1	99	33	.85
June	84.8	49.9	103	37	.22
July	92.2	54.0	107	41	.05
August	91.9	52.9	108	44	.09
September	85.7	49.0	108	41	.48
October	74.9	43.3	94	31	1.48
November	60.0	36.6	83	24	4.30
December	53.5	32.8	76	23	4.81
Year					31.40

Source: NOAA, National Oceanic and Atmospheric Administration

15.10 NOTICE OF DELAY

15.10.1 Within 7 calendar days of the beginning of any delay Contractor shall notify Engineer, in writing, of all anticipated delays resulting from the delay event in question.

15.10.1.1 Notice shall constitute application for extension of time only if notice requests extension and sets forth the impact of the delay on the critical path and Contractor's estimate of additional time required together with full recital of causes of unavoidable delays relied upon.

15.10.1.2 After receipt of a request for a time extension, with verifiable documents and justifications included, Engineer will make decision thereon, and will advise Contractor in writing. No time extensions shall be considered without related documents and justifications necessary for Engineer to make determination.

15.10.1.3 No time extensions shall be granted for delays for which Contractor fails to give timely notice and Contractor hereby waives any and all damages for delay for which timely notice is not given.

15.10.1.4 Any request for extension of time shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. All claims and adjustments in the Contract Times (or milestones) shall be determined by Owner and Engineer. No claim for an adjustment in the Contract Times (or milestones) will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

15.11 NO DAMAGE FOR CONTRACTOR CAUSED DELAY

15.11.1 Contractor shall not be entitled to any compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under this Contract, or during periods of delay concurrently caused by Contractor and either the County or others. Contractor may be compensated for delays caused directly and solely by the County except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

15.11.1.1 The County's right to sequence Work in manner which would avoid disruption to the County's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities require by this Contract; the County's or any Inspector's enforcement of government act or regulation, or the provisions of the Contract Documents;

15.11.1.2 For changed site conditions that are beyond contemplation of parties, except that the County may approve direct costs associated with unknown conditions but not costs or damages which are result of such delays; and

15.11.1.3 Extensive request for clarifications to construction documents or modifications to Contract, provided such clarifications or modifications are processed by the County or its consultants in a reasonable time commensurate with provisions of Contract requirements.