

Crystal Basin Construction LLC

FIRST AMENDMENT TO AGREEMENT #8190

THIS FIRST AMENDMENT to that Agreement #8190 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and MWCH Construction, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 485 Pierroz Road, Unit E, Placerville, California 95667, and whose mailing address is 415 Placerville Drive, Suite B-1280, Placerville, California 95667 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MWCH Construction, LLC has been engaged by County to furnish and install the Ellis Creek Maintenance Building for the County's Chief Administrative Office, Parks and Trails Division pursuant to Agreement #8190, dated January 24, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, MWCH Construction, LLC is in the process of being dissolved. Casey Hayman is a member of MWCH Construction, LLC and is also a member of Crystal Basin Construction LLC and has agreed to take over all of the tasks and services resulting from Agreement #8190 as of the effective date of this Amendment;

WHEREAS, **Section 1.3, Assignment of Contract**, of the Conditions of the Contract, included in the Bid Documents, prohibits MWCH Construction, LLC from assigning the Agreement, or any part thereof, or any monies due or to become due, to any other person or entity without prior written consent of County;

WHEREAS, MWCH Construction, LLC executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Crystal Basin Construction LLC all of MWCH Construction, LLC's rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. MWCH Construction, LLC's assignment agreement is incorporated herein as Exhibit C, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit C;

WHEREAS, MWCH Construction, LLC has requested that County accept work under the Agreement and consent to the assignment of all of its rights, obligations, and liabilities to Crystal Basin Construction LLC;

WHEREAS, Crystal Basin Construction LLC, acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

WHEREAS, Crystal Basin Construction LLC, acknowledges and agrees that all existing insurance obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

WHEREAS, Crystal Basin Construction LLC shall assume all MWCH Construction, LLC's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with furnishing and installing the Ellis Creek Maintenance Building for the County's Chief Administrative Office, Parks and Trails Division;

WHEREAS, County will accept this First Amendment to Agreement #8190 on condition that Crystal Basin Construction LLC assumes and fulfills the terms and conditions of this First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to fully-replace specific Articles, replace a section to an Article, and add an Article to include updated contract provisions, adding **Exhibit B-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and MWCH Construction, LLC, mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8190 on the following terms and conditions:

- I. County hereby consents to the assignment of the Agreement from MWCH Construction, LLC to Crystal Basin Construction LLC on the condition that Crystal Basin LLC assumes and fulfills the terms and conditions of this First Amendment and Agreement.
- II. All references to MWCH Construction, LLC, throughout the Agreement shall read Crystal Basin Construction LLC. Crystal Basin Construction LLC assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this First Amendment.
- III. **The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

Article 10. NOTICE

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado
Parks and Trails Division
200 Armory Drive
Placerville, California 95667

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts
330 Fair Lane

Attn.: Zachary Perras
Parks Manager

Placerville, California 95667
Attn.: Michele Weimer
Procurement and Contracts Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Crystal Basin Construction LLC
415 Placerville Drive, Suite B-1227
Placerville, California 95667

Attn.: Casey Hayman
Manager

Either party may change its address for notices by giving written notice pursuant to this Article.

Article 41 CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Zachary Perras, Parks Manager, Chief Administrative Office, Parks and Trails Division, or successor.

IV. Article 31, CONFLICT OF INTEREST, last paragraph is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," and Exhibit B-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

V. The following Article of the Agreement is added to read as follows:

Article 45 , ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement #8190 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #8190 on the dates indicated below.

COUNTY OF EL DORADO

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

MWCH CONSTRUCTION, LLC

By: _____
Michael Worth
Manager

Dated: 7-26-24

By: _____
Casey Hayman
Manager

Dated: _____

CRYSTAL BASIN CONSTRUCTION LLC

By: _____
Casey Hayman
Manager

Dated: _____

Crystal Basin Construction LLC

Exhibit B-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual

Crystal Basin Construction LLC

Exhibit C

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this “Assignment Agreement”) is entered into effective as of the date of last signature, and is by and among MWCH Construction, LLC, a limited liability company duly qualified to conduct business in the State of California (“Assignor”), and Crystal Basin Construction LLC, a limited liability company duly qualified to conduct business in the State of California (“Assignee”).

RECITALS

A. Assignor is MWCH Construction, LLC under that certain Agreement #8190 with County of El Dorado (“County”) dated January 24, 2024 (the “Agreement”).

B. The Agreement pertains to furnishing and installing the Ellis Creek Maintenance Building for the County’s Chief Administrative Office, Parks and Trails Division.

C. This Assignment Agreement is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Agreement from Assignor to Assignee; (ii) the Assignee’s agreement to accept, assume, and discharge all of Assignor’s duties, obligations, and liabilities related thereto; and (iii) County’s consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Agreement and all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Agreement.

2. Assumption. Assignee hereby agrees to take assignment of the Agreement. As such, Assignee hereby assumes all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Agreement and agrees to be bound by all of the terms and conditions of the Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Agreement, and to receive the benefits of the Agreement, all from and after the Effective Date hereof.

3. Counterparts. This Assignment Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

4. Severability. If any term or provision of this Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

5. Headings. The headings in this Assignment Agreement are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the dates indicated below.

Assignor:

MWCH Construction, LLC

By:  _____

Name: Michael Worth

Title: Manager

Date: 7-25-24

By: _____

Name: Casey Hayman

Title: Manager

Date: _____

Assignee:

Crystal Basin Construction LLC

By: _____

Name: Casey Hayman

Title: Manager

Date: _____