

19six Architects

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5158

THIS SECOND AMENDMENT to that Agreement for Services #5158 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 Williams + Paddon/Architects + Planners, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business 22137 Douglas Boulevard, Suite 160, Roseville, California 95661 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Williams + Paddon/Architects + Planners, Inc. has been engaged by County to provide as-needed architectural services for County projects, including the Shakori garage replacement project for the Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #5158, dated December 16, 2020, and First Amendment to Agreement for Services #5158, dated December 10, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, 19six Architects acquired Williams + Paddon/Architects + Planners, Inc. in a merger transaction effective July 1, 2022;

WHEREAS, **ARTICLE X, Assignment and Delegation**, of the Agreement prohibits Williams + Paddon/Architects + Planners, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

WHEREAS, Williams + Paddon/Architects + Planners, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto 19six Architects all of Williams + Paddon/Architects + Planners, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Williams + Paddon/Architects + Planners, Inc.'s assignment agreement is incorporated herein as Exhibit B, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit B;

WHEREAS, Williams + Paddon/Architects + Planners, Inc. has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to 19six Architects;

WHEREAS, 19six Architects, 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, 19six Architects shall assume all Williams + Paddon/Architects + Planners, Inc.'s rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing as-needed architectural services for County

projects, including the Shakori garage replacement project for the Chief Administrative Office, Facilities Division;

WHEREAS, County will accept this Second Amendment to Agreement for Services #5158 on condition that 19six Architects assumes and fulfills the terms and conditions of this Second Amendment, the First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the County invoice recipient information, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the notice recipients, amending **ARTICLE XV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVIII, Contract Administrator**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Williams + Paddon/Architects + Planners, Inc., mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #5158 on the following terms and conditions:

- I. All references to Williams + Paddon/Architects + Planners, Inc., throughout the Agreement shall read 19six Architects. 19six Architects 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 Second Amendment.
- II. **ARTICLE III, Compensation for Services**, paragraph six is amended in its entirety to read as follows:

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

- III. **ARTICLE XV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fair Lane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

19six Architects
560 Higuera Street, Suite C
San Luis Obispo, California 93401

Attn.: Gregory M. Tonello, Principal

or to such other location as Consultant directs.

- IV. **ARTICLE XXVIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

- V. **The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

ARTICLE VI

Standards for Work: Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultant authorized herein, have/has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant or subconsultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

ARTICLE XVIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, nor any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

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

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

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

ARTICLE XXXVI

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 for Services #5158 shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5158 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

**-- WILLIAMS + PADDON /
ARCHITECTS + PLANNERS, INC. --**

By: _____ Dated: _____

Gregory M. Tonello
Principal and Chief Executive Officer
"Consultant"

By: _____ Dated: _____

Gregory M. Tonello
Chief Financial Officer

-- 19SIX ARCHITECTS --

By: _____ Dated: _____

Alan Kroeker
President and
Chief Executive Officer
"Consultant"

By: _____ Dated: _____

Mariana Alvarez-Parga
Corporate Secretary

19six Architects

Exhibit B

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature, and is by and among Williams + Paddon/Architects + Planners, Inc., a corporation duly qualified to conduct business in the State of California ("Assignor"), and 19six Architects, a corporation duly qualified to conduct business in the State of California ("Assignee").

RECITALS

A. Assignor is Williams + Paddon/Architects + Planners, Inc. under that certain Agreement for Services #5158 with County dated December 16, 2020, and the First Amendment to Agreement for Services #5158, dated December 10, 2021 (the "Service Agreement").

B. The Agreement pertains to as-needed architectural services for County projects, including the Shakori garage replacement project for the Chief Administrative Office, Facilities Division Department.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service 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 Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

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

3. Counterparts. This Assignment Consent 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 Consent 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 Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent 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 Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent 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 Consent on the dates indicated below.

Assignor:

WILLIAMS + PADDON/ARCHITECTS + PLANNERS, INC.

By: 
Greg Tonello (Jan 4, 2023 14:56 PST)

Name: Gregory M. Tonello

Title: Chief Executive Officer/Chief Financial Officer

Date: 01/04/2023

Assignee:

19SIX ARCHITECTS

By: 

By: 
Mariana Alvarez-Parga (Jan 4, 2023 15:23 PST)

Name: Alan Kroeker

Name: Mariana Alvarez-Parga

Title: Chief Executive Officer

Title: Corporate Secretary

Date: 01/04/2023

Date: 01/04/2023

19six Architects

Exhibit C

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 receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) 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 disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant'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 contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board 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 of more than \$250 to an Officer of the County of El Dorado in the three months following any Board 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 Board Member(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