

AMENDMENT NO. 3 INDEPENDENT CONTRACTOR AGREEMENT

NO. 23D0832

This Amendment No. 3 (“**Amendment**”) shall serve to modify the existing Contract No. 23D0832 (“**Contract**”) between the County of Santa Cruz (“**County**”) and 19six Architects (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective May 9, 2023.
- b. The Contract was previously amended on January 30, 2024 and August 13, 2024.
- c. The purpose of this Amendment is to add service for additional design work and construction administration required to design and install a new connection to the main water supply, apply to the authority having jurisdiction for approval, and redesign and reconfigure the former second floor restrooms into ancillary spaces.

II. Effective Date of Amendment.

- a. This Amendment shall be effective as of the date fully executed by all Parties.

III. Changes to Contract.

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. Section 2 “COMPENSATION” is deleted in its entirety and replaced by the following:

“In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$1,347,250, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month and per agreed rates as described in Attachment B – “Fee Estimate / Schedule of Charges.””
 2. The following attachment shall be incorporated into the Contract and modify it as follows:
 - i. Attachment A.1 - “Owner/Architect Contract Amendment #3” shall be appended to, and included in, the existing Attachment A – “Scope of Services” and thereby shall modify the work to be performed under the amended contract.
 - ii. Attachment B.1 – Fee Estimate for Scope of Work within Owner/Architect Contract Amendment #3 shall be appended to, and included in, the existing

Attachment B – “Fee Estimate/Schedule of Charges” and compensation paid to Contractor accordingly.

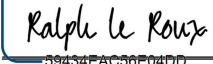


- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. Attachment A.1: Owner/Architect Contract Amendment #3, dated September 12, 2024.
- b. Attachment B.1: Table 1.1 Fee Estimate for Scope of Work within Owner/Architect Contract Amendment #3.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

19SIX ARCHITECTS (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<p>DocuSigned by:  39439EAC36E04DD... Ralph le Roux Date 12/2/2024</p>	<p>Matt Machado Deputy CAO, Director of Community Development and Infrastructure Date</p>
<p>Address: 303 Potrero Street, Suite 5 Santa Cruz, CA 95060 Telephone: (831) 440-7300 Fax: Email: ralph@19six.com</p>	<p>Approved as to Form: DocuSigned by:  40E85AGDEDAB42D... Justin Graham Office of County Counsel Date 11/27/2024</p>
<p>DISTRIBUTION: Public Works Contractor</p>	<p>Approved as to Insurance: Signed by:  E4EADC5BA53B4DB Gina Occhipinti Borasi Risk Management Date 12/2/2024</p>

ATTACHMENT A.1

SCOPE OF SERVICES

**OWNER/ARCHITECT CONTRACT AMENDMENT # 3**

Date: September 12, 2024

Project: Michael Hettenhausen, AICP
5300 Soquel Avenue, Santa Cruz, CA 95062
Conversion of Commercial Building into Children's Crisis Center
19six #: 23036.01

Description: Add new water service, revise bathrooms

Contract Date: April 13, 2023

Modifications to Basic Contract:Project Description:

The County recently acquired a 2-story commercial building previously owned by Bay Federal Credit Union and located at 5300 Soquel Avenue, Santa Cruz, CA 95062. The building will be converted to a Children's Crisis Center to serve two programs: Children's Crisis Stabilization Unit and Children's Crisis Residential Program.

Scope of Amended Services and Fees:

Amendments to the following services:

Due to inadequate water service to the building, a new connection to the main water supply is proposed. The design team will make an application for the design to the water authority and respond to comments. We have assumed that the Water authority does not require a separate drawing package, and that the drawings can become part of the overall building plan set.

In addition, the County wants to revise the 2nd floor staff restrooms into ancillary spaces. The redesign will be factored into the plumbing calculations for the building. We have already proceeded with these items.

Total Fee \$ **24,700**

ATTACHMENT B.1

RATE SHEET

Children’s Crisis Center
September 12, 2024
Page 2 of 2

The revised payment schedule is **(updated fees in bold)**:

<u>Phase / Description</u>	<u>Previous Fee (incl Amend.#1)</u>
Schematic Design/Contracts	\$ 179,750
Design Development	\$ 242,600
Construction Documents	\$ 498,050
Building Permit Coordination	\$ 46,850
Bidding	\$ 56,650
Construction Administration	\$ 242,850
Amendment No. 2	\$ 55,800
Amendment No. 3	\$ 24,700
Total	\$ 1,347,250

If this proposal meets with your approval, please sign below and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service.

Sincerely,



Alan Kroeker, Architect
President
19six Architects



Andrew Fullerton, Project Manager
19six Architects

Accepted by:

Signature

Name (printed)

Title

Date

Certificate Of Completion

Envelope Id: 39D853F0441141ADB1833A4EB4369006

Status: Completed

Subject: Complete with Docusign: Amendment 3 - 23D0832 - 19Six.pdf

Source Envelope:

Document Pages: 6

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Luna Harter

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Luna.Harter@santacruzcountyca.gov

IP Address: 23.119.164.142

Record Tracking

Status: Original

Holder: Luna Harter

Location: DocuSign

11/21/2024 10:32:18 AM

Luna.Harter@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Justin Graham

Justin.Graham@santacruzcountyca.gov

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Justin Graham
40E85ACDEDA842D...

Signature Adoption: Pre-selected Style

Using IP Address: 73.252.159.108

Timestamp

Sent: 11/21/2024 10:47:12 AM

Resent: 11/27/2024 1:39:10 PM

Viewed: 11/27/2024 1:53:44 PM

Signed: 11/27/2024 1:54:22 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4D...

Signature Adoption: Pre-selected Style

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Signed: 12/2/2024 1:21:35 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Ralph le Roux

ralph@19six.com

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ralph le Roux
59434EAC56E04DD...

Signature Adoption: Pre-selected Style

Using IP Address: 63.249.101.42

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Signed: 12/2/2024 4:21:58 PM

Electronic Record and Signature Disclosure:

Accepted: 12/2/2024 4:21:47 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/2/2024 4:21:47 PM
Signing Complete	Security Checked	12/2/2024 4:21:58 PM
Completed	Security Checked	12/2/2024 4:21:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.