

Job Order Contract (BC 23-226)  
Project No. 23000\_JOC  
Amendment No. 1

**FIRST AMENDMENT TO  
JOB ORDER CONTRACT  
BY AND BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
R BURKE CORPORATION**

**This First Amendment** (“First Amendment”) to Job Order Contract (BC 23-226) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and R Burke Corporation, a California corporation (“Contractor” and together with County, collectively, the “Parties” and each individually a “Party”).

**Whereas**, the County and Contractor are parties to that certain Job Order Contract (BC 23-226) dated December 12, 2023 (“Agreement”);

**Whereas**, due to exhausting of the original contract value of \$1,000,000.00, and slated work remain to complete of multiple projects from the County’s FY22-23 Capital Improvement Plan and the county’s paving replacement program, the Parties desire to increase the Maximum Contract Amount of the Agreement by Three Million, Five Hundred Thousand Dollars (\$3,500,000.00), for an amended Maximum Contract Amount of Four Million, Five Hundred Thousand Dollars (\$4,500,000.00).

**Now, therefore**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The first sentence of Section 5 of the Agreement is hereby amended by replacing the first sentence of Section 5 to read in its entirety as follows:

“5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is and shall be FOUR MILLION FIVE HUNDERED THOUSAND DOLLARS (\$4,500,000.00) (“Base Contract Amount”), to be paid as provided in the Contract Documents.”

2. The second-to-last sentence of Section 7 of the Agreement is hereby amended by replacing the second-to-last sentence of Section 7 to read in its entirety as follows:

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“In no event shall compensation be paid to CONTRACTOR hereunder in excess of the aggregate maximum contract amount of \$4,500,000.00 (“Maximum Contract Amount”) unless first authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.”

3. Effectiveness of Agreement. Except as expressly modified by Sections 1 through 2, above, all of the provisions of the Agreement remain in full force and effect.
4. Certification of Signatories. Each of the signatories to this First Amendment represents and warrants that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party’s duties or obligations hereunder. The parties hereto each represent and warrant that:
  - a. This First Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.
  - b. There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such Party's ability to perform its obligations under this First Amendment.
  - c. The consummation of the transactions hereby contemplated, and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. Contractor agrees that it shall provide to County, upon the County’s request, evidence that the execution and delivery of this First Amendment has been duly authorized by Contractor.
5. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the Parties.

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**IN WITNESS WHEREOF**, the Parties have executed this First Amendment to be effective as of the first date fully executed by all of the parties hereto.

**COUNTY**  
County of Santa Barbara

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

STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

Dated: \_\_\_\_\_

**ATTEST:**  
MONA MIYASATO,

**CONTRACTOR**

R Burke Corporation, a California corporation

\_\_\_\_\_  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk of the Board

DocuSigned by:  
Rob Burke - R. Burke Corporation President  
By: Rob Burke  
B750BE7E0A6E4E7...  
AUTHORIZED REPRESENTATIVE  
Name: Robert E. Burke

Title: President

**APPROVED AS TO FORM:**  
**FORM:**

RACHEL VAN MULLEM,  
COUNTY COUNSEL

DocuSigned by:  
By: Lauren Wideman  
0F464D822C84458...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING**

BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
By: Betsy Schaffer  
0BAAEA15901943F...  
Deputy Auditor-Controller

**APPROVED AS TO FORM:**  
GREG MILLIGAN, ARM  
RISK MANAGER

DocuSigned by:  
By: Gregory Milligan  
05F555F00269466...  
Risk Management

**RECOMMENDED FOR APPROVAL**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
By: Kirk Lagerquist  
19AEDA90054F4CF...  
Department Head

Dept 063 Fund {FD-0030} Program {PG-0631930} Account {SC-8200} Project {23000-JOC}