

Job Order Contract (BC 23-224)
Project No. 23000_JOC
Amendment No. 1

**FIRST AMENDMENT TO
JOB ORDER CONTRACT
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
NEWTON CONSTRUCTION & MANAGEMENT**

This First Amendment (“First Amendment”) to Job Order Contract (BC 23-224) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and Newton Construction & Management, 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 23-224) dated December 12, 2023 (“Agreement”);

Whereas, due to exhausting of the original awarded contract value of \$1,000,000.00 and slated work remaining to be completed with respect to multiple projects from the County’s FY22-23 Capital Improvement Plan, 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 MILION 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: 4-2-24

ATTEST:

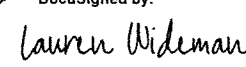
MONA MIYASATO,

COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

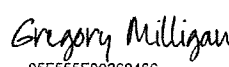
By: 
Deputy Clerk of the Board

**APPROVED AS TO FORM:
FORM:**

RACHEL VAN MULLEM,
COUNTY COUNSEL


By: 
Deputy County Counsel

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

By: 
Risk Management

CONTRACTOR

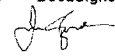
Newton Construction & Management, a
California corporation

DocuSigned by:
By: 
1AB10E1BBD8D40A
AUTHORIZED REPRESENTATIVE
Name: Eric Newton

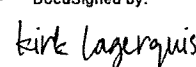
Title: President

APPROVED AS TO ACCOUNTING

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 
6BAAEA15901943E
Deputy Auditor-Controller

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

By: 
19AEDA90054E4CE
Department Head

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