

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment to Board Contract 24270 (“Amendment”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and Vanir Construction Management, Incorporated (“Consultant”).

RECITALS

WHEREAS, County and Consultant are parties hereto are parties to that certain **Professional Services Agreement, Board Contract 24270 dated May 6, 2025, (the “Agreement”)**; and

WHEREAS, the Term of the Agreement expires on December 31, 2027, and the Base Contract Amount is \$241500; and

WHEREAS, the parties hereto desire to amend the Agreement to increase the Agreement total.

NOW, THEREFORE, County and CONTRACTOR agree as follows:

1. Section 2.02 Maximum Compensation of the amended Agreement is hereby amended to read in its entirety as follows:

2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW shall not exceed two-hundred forty-one thousand five-hundred dollars (\$241,500) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to duly executed Change Order(s) in accordance with Part 10.03, below, shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant’s sole risk and expense.

2. Except as amended by Section 1 and Exhibit C of this First Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.
3. Each of the parties hereto hereby represents and warrants to the other party that:
 - (a) Such party has the full right, power, and authority to enter into this First Amendment and to perform its obligations hereunder and under the Agreement as amended by this First Amendment.
 - (b) The execution of this First Amendment by the individual whose signature is set forth at the end of this First Amendment on behalf of such party, and the delivery of this First Amendment by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This First Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
4. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

COUNTY SIGNATURE PAGE

Amendment **by and** between the **County of Santa Barbara** and **Vanir Construction Management, Inc.**,

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

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Sheila LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA

By: *[Signature]*
LAURA CAPPS, CHAIR
Board of Supervisors

Date: 12-16-25

ADDITIONAL COUNTY SIGNATURE PAGE

Amendment by and between the County of Santa Barbara and Vanir Construction Management, Inc.,

APPROVED AS TO FORM:

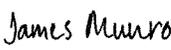
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:

By: _____
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Deputy County Counsel

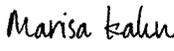
APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:

By: _____
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Deputy

APPROVED AS TO FORM:

GREGORY MILLIGAN
RISK MANAGER

Signed by:

By: _____
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Risk Manager

RECOMMENDED FOR APPROVAL:

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:

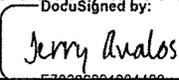
By: _____
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Department Head

CONTRACTOR SIGNATURE PAGE

Amendment **by and between the County of Santa Barbara and Vanir Construction Management, Inc.,**

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

Vanir Construction Management, Inc.,
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401

By: 
DocuSigned by:
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Name: Jerry Avelos

Title: President

END OF AGREEMENT

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in <u>Exhibit A</u> , " <u>Consultant's Scope of Work and Hourly Rates</u> " shall be:	
	Compensation for Base Services	\$241,500
	Services for Alternates	\$0
	<ul style="list-style-type: none"> • Compensation for Base Services performed under the Original Contract in connection with the Project Initiation and Construction phases of Project Nos. 19014, 24023, and 24024. 	\$175,000
	<ul style="list-style-type: none"> • Compensation for Base Services in connection with the Construction and Closeout phases of Project Nos. 19014, 24023, and 24024. 	\$66,500
	SUBTOTAL: Fixed Fee for Base Services	\$241,500
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
c.	Supplemental Services Allowance ("SSA") for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	\$37,370
2.	MAXIMUM COMPENSATION LIMIT (a+b+c) ("MCL")	\$278,870.00

3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.

b. Supplemental Services pursuant to Change Order(s), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown).**

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



Construction Management, Inc.

735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401
T 805-541-1425
F 559-860-0173
www.vanir.com

December 5, 2025

Ms. Diana Estorga
Capital Division Chief
County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, CA 93101

**RE: County of Santa Barbara – Community Workforce Agreement (CWA)
Request for Contract Amendment – Community Workforce
Coordinator (CWC) Services.**

Dear Ms. Estorga:

Vanir Construction Management has been pleased to continue supporting the County in implementing the Community Workforce Agreement. Our current authorization covers CWC services for following projects:

- Project No. 24024 (PW720783) Santa Claus Lane Streetscape Improvements
- Project No. 24023 (PW 828985) Tajiguas Landfill Phase IVA Groundwater Protection System
- Project No. 19014 County of Santa Barbara Probation Headquarters

The Santa Claus Lane project has been completed, while the Tajiguas Landfill project is anticipated to conclude in March 2026 and the Probation Headquarters project in July 2026. The effort required to support these projects has exceeded original projections, and our authorized fee will be fully utilized by December 2025.

To maintain continuity of services through project completion, Vanir respectfully requests an amendment to increase the current fee authorization. We also propose that this amendment be structured on a time-and-materials basis, not to exceed the total amount shown below. This approach will allow our level of effort to align with actual project needs as the remaining work progresses.

Scope of Services

No change in scope or contract duration is requested at this time.



Fee Proposal / Schedule

Task #1 – Continuation of CWC Services: Vanir will continue to perform all CWC services as outlined in our original agreement with the County of Santa Barbara.

Tasks	Project	Hours	Rates	Subtotal
CWC	COSB Probation Headquarters	15.08 hrs / mo. X 7 mo. = 105.58 hrs	\$190 / hr	\$20,060.00
CWC	Tajiguas Landfill	8 hrs. / mo X 7 mo. = 56 hrs	\$190 / hr	\$10,640.00
Reimbursables		\$0 / mo	\$0.00	\$0.00

TOTAL \$30,700.00

Services under this amendment will be performed and billed on a time-and-material basis, not to exceed \$30,700.

Thank you for your continued partnership and for the opportunity to support the County's Community Workforce Agreement program. Please feel free to contact me with any questions.

Sincerely,
Vanir Construction Management, Inc.

Robert Lade, PE
Deputy Project Manager, Vanir CM

cc: Scott Murphy, CCM, Central California Area Manager
Roy Magdaleno, Deputy Area Manager/Associate, Vanir CM