

AMENDMENT NO. 2

TO

AGREEMENT

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

NEWTON CONSTRUCTION & MANAGEMENT, INC.

FOR

GENERAL CONTRACTING

of the

COUNTY OF SANTA BARBARA JOB ORDER CONTRACTING PROGRAM

BOARD CONTRACT: 23224

January 07, 2025

AMENDMENT No. 2 to the AGREEMENT

This Second Amendment to Agreement ("Amendment No. 2") is entered into by and between THE COUNTY OF SANTA BARBARA ("County") and Newton Construction & Management, Inc. ("Contractor").

WHEREAS, the parties hereto are parties to that certain **Agreement, BC 23224**, dated **December 12, 2023** (the "Agreement") for Job Order Contracting; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the Term of the Agreement until June 30, 2025.

NOW, THEREFORE, County and Contractor agree as follows:

1. **Section 12** of the Agreement is hereby amended by replacing Section 12 to read in its entirety as follows:


"TIME FOR COMMENCEMENT, COMPLETION: The Work to be performed under this Contract shall be completed by June 30, 2025 ("Term"). The provisions of the General Conditions (referenced in Section 1, above, and incorporated herein by reference) pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR's failure to complete the Work during the Term."
2. Contractor hereby certifies and warrants that entering into this Amendment No. 2 shall not cause Contractor to breach the terms or conditions of any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor.
3. Each of the parties hereto hereby represents and warrants to the other party hereto that:
 - (a) Such party has the full right, power, and authority to enter into this Amendment No. 2, and to perform its obligations hereunder and under the Agreement as amended by this Amendment No. 2.
 - (b) The execution of this Amendment No. 2 by the individual whose signature is set forth at the end of this Amendment No. 2 on behalf of such party, and the delivery of this Amendment No. 2 by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This Amendment No. 2 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.
 - (d) This Amendment No. 2 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.

SIGNATURE PAGE

Amendment No. 2 to the **Construction Agreement, BC23224**, between the **County of Santa Barbara and Newton Construction & Management, Inc.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Agreement to be effective as of the first date duly executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

By: 
Laura Capps, Chair
Board of Supervisors

Date: 1/7/2025

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

CONTRACTOR:

Newton Construction & Management, Inc.

By: 
Authorized Representative

Name: Eric Newton
Title: President
Date: _____


APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 
Deputy


APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
Risk Management

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist, Director
General Services Department

By: 
Department Head