

FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY CONSTRUCTION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY CONSTRUCTION SERVICES
("First Amendment") is made by and between

and

COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County"),

Jon K. Takata Corporation, a California corporation dba Restoration Management Company ("Contractor" and, together with County, collectively, the "Parties" and each a "Party"),

with reference to the following:

WHEREAS, the County and Contractor are parties to that certain Agreement for emergency construction restoration services dated September 12, 2023 ("Agreement"), pursuant to which Contractor has agreed to perform certain Work for the County as set forth therein; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to expand the scope of work, as set forth in the Scope of Work, to be provided by the Contractor under the Contract to include the following additional work: the inclusion of supplementary carpeting for offices that were not initially covered by the original Contract, custom milled chair rails and upper wall molding stained to match, smoke detectors, two (2) window replacements, fire sprinkler escutcheons, re-skin doors and hardware, additional Contractor hotel and per diem charges, Project Management Supervision, additional cleaning remediation, additional electrical work, and vehicle charge.

WHEREAS, the Parties further desire to amend the Agreement to increase the amount of compensation payable to Contractor thereunder by an additional \$69,418.30.00 in order to compensate Contractor for such additional work.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions 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. **PAYMENT**: Section 5 of the Agreement is hereby amended by replacing 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 of the Work and other requirements of the CONTRACTOR under this Contract shall not exceed SIX HUNDRED NINETY THOUSAND, NINE HUNDRED TWENTY-TWO-DOLLARS THIRTY CENTS (\$690,922.30) (“Base Contract Amount”). The parties hereto acknowledge that \$200,000 worth of the Work reflected in the Proposal was performed by CONTRACTOR, and paid for by COUNTY, prior to the effective date of this Agreement pursuant to emergency Purchase Order DP4198, dated March 13, 2023. The Parties further acknowledge that, as of May 07, 2024, CONTRACTOR has been paid all but \$69,418.30 of the Base Contract Amount. CONTRACTOR assumes and shall provide against any and all loss and/or damage arising out of the Work, the action of the elements, and/or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until COUNTY’s acceptance of the Work, and CONTRACTOR assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in accordance with the provisions of the Contract and directions of the County Representative to the extent not inconsistent with the provisions of this Contract.”

2. **EXTRA WORK**: Section 7 of the Agreement is hereby amended by replacing Section 7 to read in its entirety as follows:

“7. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents, including, but not limited to, agreement(s) providing for payment(s) to CONTRACTOR in addition to or in excess of the Base Contract Amount, may only be authorized in writing via Change Order duly executed by the Director of General Services, provided that such additional compensation is at the same rate per unit as set forth in the Contract Documents (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided further that the aggregate amount of such compensation in addition to or in excess of the Base Contract Amount shall not exceed an aggregate of \$43,575.20, and that compensation in addition to the Base Contract Amount may only be authorized by the Director of General Services to the extent that such authority is specifically delegated to the Director of General Services by resolution or minute order of the Santa Barbara County Board of Supervisors. Notwithstanding the foregoing or any other provisions of this Contract, the CONTRACTOR shall be paid the actual cost of the use of machinery and tools and of material, and labor and of workers' compensation insurance expended by the CONTRACTOR in performing the Work, plus not more than 15 percent (15%) to cover all profits and administration. No more than the lowest current market prices shall be paid for materials whenever possible.”

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

“12. **TERM**: The term of this Contract (“Term”) shall commence as of September 12, 2023 (“Effective Date”), and shall terminate effective as of the earlier of (i) the date terminated by the COUNTY Board of Supervisors (“Board”) in accordance with Section 22050(c)(3) of the Public Contract Code, or (ii) the date of the first meeting of the Board, after May 07, 2024, as of which the Board does not, by 4/5 vote, affirmatively elect to continue the Term of this Contract in accordance with Section 22050(c)(2) of the Public Contract Code. The Parties acknowledge that the Board must “terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts,” in accordance with the provisions of Section 22050(c)(3) of the Public Contract Code. In the event that CONTRACTOR does not complete the Work during the Term, CONTRACTOR shall only be paid for the Work actually performed during the Term and accepted by COUNTY.”

4. **STATEMENT OF WORK**: The Agreement is hereby amended by adding a new Exhibit A to the Agreement in the form of Exhibit A attached hereto and incorporated herein, to memorialize additions to the scope of work to be performed under the Agreement, including \$69,418.30.00 of electrical work, window replacement, fire sprinkler repair, finish carpentry and additional Contractor hotel and per diem charges.

5. **EXECUTION IN COUNTERPARTS**: This First Amendment may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

6. **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 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. The Contractor agrees that it shall provide to the County, upon the County’s request, evidence that the execution and delivery of this First Amendment has been duly authorized by the Contractor.


7. Except as outlined in Sections 1 through 4, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties continue to be bound by the provisions of the Agreement, as amended herein.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

COUNTY
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

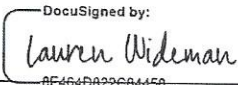
By: 
STEVE LA VAGNINO, CHAIR
BOARD OF SUPERVISORS

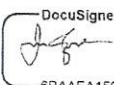
By: 
Sheila De La Guerra, Deputy Clerk

Dated: 5.7.24

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL


APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

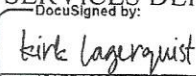
By: 
Lauren Wideman
Deputy County Counsel

By: 
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: 
Risk Management

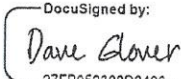
By: 
Department Head

[Contractor signature appears on the following page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

Jon K. Takata Corporation,
a California corporation
dba Restoration Management Company

By: 
Name: Dave Glover
Title: Chief Executive Officer, Chief
Financial Officer, and Secretary

Date: 4/22/2024 | 3:52 PM PDT
_____, 2024

EXHIBIT A

Additional Work

1. CONTRACTOR shall (i) add the following additional work not included in the original contract.

- **Electrical - Smoke detectors custom order to match existing system**
- ELECTRICAL – MATERIALS- [\$ 339.50]
- ELECTRICAL – LABOR- [\$ 863.66]
- **Glass - 2 window replacements for Court Deputy Station includes new channel**
- Glass, Glazing, & Storefronts- [\$2,219.50]
- Window Glazing/Repair - [\$1,449.00]
- **Escutcheons - Fire Sprinkler custom ordered escutcheons to match**
- Material Only Escutcheon only - [\$243.87]
- Plumber - per hour- [\$891.25]
- **Finish Carpentry - Custom milled chair rail and upper wall molding stained to match**
- Chair and Upper molding to match- [\$2,263.39]
- Finish Hardware Installer- [\$2,576.00]
- **Doors - Re-skin doors and reset hardware and glass inserts**
- DOORS - Materials to re-skin- [\$1,637.98]
- Door Installer/Finish Carpenter - [\$2,944.00]
- Fees - Performance and Payment 1.00 EA 0.00 11,716.00 0.00 1,757.40 13,473.40
- Bonds
- Fees - Hotel Costs- [\$23,735.95]
- Fees - Per Diem- [\$6,187.00]
- Commercial Supervision / Project Management- [\$5,750.]
- Cleaning Remediation Technician - [\$3,118.80]
- Vehicle Charge- [\$1725.00]

Total: Santa Maria Courthouse – [\$69,418.30]