

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 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

Newton Construction & Management, a
California corporation

COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

DocuSigned by:
Eric Newton - Newton Construction President
By: _____
1AB40E4BBD8D40A...
AUTHORIZED REPRESENTATIVE
Name: Eric Newton

Title: President

APPROVED AS TO FORM:
FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
By: _____
8F464D622C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:
Betsy Schaffer
By: _____
6BAAEA15901943F...
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

DocuSigned by:
Gregory Milligan
By: _____
05E555E00269466...
Risk Management

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
Kirk Lagerquist
By: _____
19AEDA90034E4CE...
Department Head

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