

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES** (“First Amendment”) is made by and between

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

and

Quincon, Inc., a California corporation (“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 BWell sobering Center Modular and Site Development services dated June 24, 2025 (Board Contract SCON 001981)(the “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 to be provided by Contractor under the Agreement, as set forth in the Contract Documents, to include necessary additional structural, electrical, utilities and restroom repairs and replacement work, as reflected in proposed Contract Change OrderCCO-001, which are summarized in the Extra Work Addendum attached hereto as Exhibit F; and

**WHEREAS**, the Parties further desire to amend the Agreement to increase the Contingency Amount payable to Contractor thereunder in order to compensate Contractor for such additional Work performed by Contractor pursuant to the proposed Change Orders PCO-001 and PCO-002, which are summarized in the Extra Work Addendum attached hereto as Exhibit F.

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

**“1. CONTRACT**: This Agreement incorporates by reference all of the General and Special Conditions and Specifications and Drawings provided by the COUNTY for the BWell Sobering Center Modular and Site Development, Project

No. 23038, the Notice to Bidders, the Bid Bond, the Performance Bond, the Payment Bond, Addenda 1-4, the proposal executed and submitted by the CONTRACTOR for the Project ("Proposal") to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal, and all Change Orders duly executed in accordance with Section 7, below (all of the foregoing documents, together with this Agreement, as it may be amended from time to time in accordance with the provisions hereof, collectively, the "Contract" or "Contract Documents"). A copy of each of the General and Special Conditions and Specifications and Drawings provided by the COUNTY for the BWell Sobering Center Modular and Site Development, Project No. 23038, the Notice to Bidders, the Bid Bond, the Performance Bond, the Payment Bond, and Addenda 1-4 are attached hereto as EXHIBIT A, and a copy of the Proposal is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents."

2. **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 requirements of the CONTRACTOR under this Contract is and shall be **SIX HUNDRED SEVENTY-EIGHT THOUSAND, TWO HUNDRED EIGHTY-SIX DOLLARS (\$678,286)** ("Base Contract Amount"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and 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 the manner and to the requirements of the Contract and directions of the County Representative to the extent not inconsistent with any provisions of the Contract Documents."

3. **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 and materials, may be authorized via written Change Order(s) duly executed by the Director, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rates per unit provided for in the Contract Documents; provided, however, that the

aggregate amount of such compensation in addition to the Base Contract Amount that may be authorized by the Director shall not exceed ONE HUNDRED SIXTY-EIGHT THOUSAND, EIGHT HUNDRED THIRTY-SEVEN DOLLARS and THIRTY CENTS \$168,837.30. Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.”

4. Except as set forth in Sections 1 through 3, 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

By:   
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

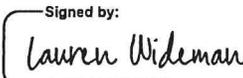
Dated: 11-18-25

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COUNTY EXECUTIVE OFFICER

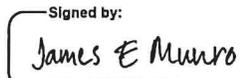
CLERK OF THE BOARD

By:   
Sheila De La Guerra, Deputy Clerk

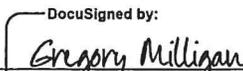
APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
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Lauren Wideman  
Deputy County Counsel

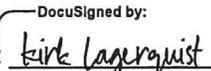
APPROVED AS TO FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
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James E Munro  
Deputy Auditor-Controller

APPROVED AS TO FORM:  
GREG MILLIGAN, ARM  
RISK MANAGER

By:   
DocuSigned by:  
Gregory Milligan  
Risk Management

RECOMMENDED FOR APPROVAL  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:   
DocuSigned by:  
Kirk Lagerquist  
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 above and below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

Quincon, Inc.,  
a California corporation

Signed by:  
  
By: CEDFE4FAD35D42E  
Name: Jose Castillo Quintana  
Title: Chief Executive Officer,  
Chief Financial Officer, and  
Secretary

Date: 11/3/2025 | 1:55 PM PST

**Exhibit F**  
**Additional Work Addendum**

CONTRACTOR shall provide all labor, materials, equipment and construction services necessary to add:

- All Anti Ligature devices to the new Sobering Center Modular identified in PCO 001 - \$95,704.00.
  - Anti ligature devices Door hardware, Faucets, Sinks, Toilets, Grab bars, Shower Controls, Bathroom Accessories, Grab Bars
  - Server Rack and Patch Panel – Material and Installation
  - Drywall All Walls and Ceilings - Material, Installation, Tape, Mud, Texture and Paint
  - Spray In Foam Insulation in all walls – for Crack Prevention
- Connect Sobering Center Modular to Tecolote Fire Alarm Annunciator identified in PCO 002 - \$26,992.00
  - Fire Alarm Design
  - All Fire Alarm Hardware, Material and Associated Electrical devices and Material – Installation Included
  - Hardwire to Tecolote Fire Alarm System

The maximum aggregate amount to be paid by the COUNTY to CONTRACTOR for the additional Work set forth in this Additional Work Addendum is \$122,696.00.