

## **Attachment D**

### **Board Contract 23168 Amendment No. 2**



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

August 19, 2025

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**Present:** 4 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, and Supervisor Lavagnino  
**Absent:** 1 - Supervisor Nelson

GENERAL SERVICES DEPARTMENT

File Reference No. 25-00702

**RE:** Consider recommendations regarding a Second Amendment to Cachuma Lake Recreational Vehicle (RV) Site Renewal Construction Contract, as follows:

- a) Approve, ratify, and authorize the Chair to execute the Second Amendment (Amendment) to Board Contract No. 23168 with Marcon Engineering, Inc. (Agreement) for the construction of the Cachuma Lake RV Site Renewal Project (Project) extending the contract Term through December 31, 2025; and
- b) Determine that the Project continues to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 of the State Guidelines for the Implementation of CEQA which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity as the structure replaced; CEQA Guidelines Section 15301 which consists of the repair or minor alteration of existing facilities or topographical features, involving negligible or no expansion of existing use; and CEQA Guidelines Section 15304(b) which consists of minor alterations in the condition of land, water, and/or vegetation, including the replacement of existing conventional landscaping with water efficient landscaping, which do not involve removal of healthy, mature, scenic trees, and that a Notice of Exemption on these bases was approved by the Board on October 10, 2023 and filed.

**A motion was made by Supervisor Hartmann, seconded by Supervisor Lavagnino, that this matter be acted on as follows:**

- a) **Approved, ratified and authorized; Chair to execute; and**
- b) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 4 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, and Supervisor Lavagnino

**Absent:** 1 - Supervisor Nelson

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**THE COUNTY OF SANTA BARBARA**

AND

**MARCON ENGINEERING INC.**

FOR

**CONSTRUCTION**

OF

**CACHUMA LAKE RECREATIONAL VEHICLE SITE RENEWAL**

August 19, 2025

**AMENDMENT No. 2 to the CONSTRUCTION AGREEMENT**

**for**

**Construction of Cachuma Lake Recreational Vehicle Site Renewal**

**This is the Second Amendment ("Amendment") to the Construction Agreement between THE COUNTY OF SANTA BARBARA ("County") and MarCon Engineering Inc., a California corporation ("Contractor").**

**WHEREAS**, County and Contractor are parties to that certain **Construction Agreement BC23168 dated October 10, 2023, as amended by that certain First Amendment dated April 8, 2025 (as amended by the First Amendment, the "Agreement")** for construction services for the Cachuma Lake Recreational Vehicle Site Renewal ("Project"); and

**WHEREAS**, the Term of the Agreement expires on July 31, 2025; and

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the Term until December 31, 2025.

**NOW, THEREFORE, County and Contractor agree as follows:**

1. This Second Amendment extends the Term of the Agreement until December 31, 2025. Accordingly, Part 12 of the Agreement is hereby amended to read in its entirety as follows:

**"12. TERM; TIME FOR COMMENCEMENT, COMPLETION:** The term of this Agreement commenced on October 10, 2023, and shall expire on December 31, 2025 ("Term"), unless earlier terminated by the COUNTY in accordance with the provisions of this Agreement. The Term may only be extended beyond December 31, 2025 by written amendment of this Agreement duly executed by both CONTRACTOR and COUNTY and approved by the Santa Barbara County Board of Supervisors.

CONTRACTOR shall be liable for Liquidated Damages, in accordance with Article 7.03 of the General Conditions, in the event that CONTRACTOR fails to complete the Work within the Contract Time, as that term is defined in the General Conditions, and as may be extended during the Term via Change Order(s) to account for Excusable Compensable Delays in accordance with Article 7.06 of the General Conditions. The parties hereto acknowledge that the Contract Time commenced on November 3, 2023, and has since been extended via Change Orders, as reflected in the Schedule, from 211 Days to 501 Days, as of August 19, 2025. In no event shall the Contract Time be extended beyond the expiration or termination of the Term."

2. Except as otherwise amended by Section 1, of this Amendment, all of 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 hereto that:
  - (a) Such party has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.
  - (b) The execution of this Amendment by the individual whose signature is set forth at the end of this

Amendment on behalf of such party, and the delivery of this Amendment by such party, have been duly authorized by all necessary action on the part of such party.

(c) This 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 Amendment may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one executed original instrument.


## COUNTY SIGNATURE PAGE

Amendment No. 2 to the Construction Agreement BC23168 between the County of Santa Barbara and MarCon Engineering Inc.

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

### COUNTY OF SANTA BARBARA:

By:

  
Laura Capps, Chair  
Board of Supervisors

Date:

8/19/2025

### ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:

  
Deputy Clerk

### CONTRACTOR:

MarCon Engineering Inc., a California corporation

By:

DocuSigned by:  
  
A8D416E87D964A5...  
Authorized Representative

Name:

Maryory Contreras

Title:

Chief Executive Officer

Date:

### APPROVED AS TO FORM:

County Counsel

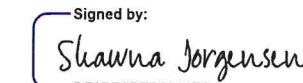
By:

Signed by:  
  
0AC56B8DE45F463  
Rachel Van Mullem  
Deputy County Counsel

### APPROVED AS TO ACCOUNTING FORM:

Auditor-Controller

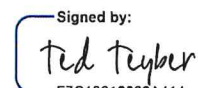
By:

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DF6DB6D7D6344E6...  
Betsy Shaffer, CPA, CPFO  
Deputy Auditor Controller

### RECOMMENDED FOR APPROVAL:

General Services

By:

Signed by:  
  
F7C18012028A414...  
Kirk Lagerquist, Director  
General Services Department

### APPROVED AS TO ACCOUNTING FORM:

Risk Management

By:

Signed by:  
  
05F555F00269466...  
Greg Milligan  
Risk Manager