

# **ATTACHMENT A**

## **Amendment No. 5 to the Construction Contract Agreement with MarCon Engineering, Inc.**

**AMENDMENT NO. 5 TO  
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**THE COUNTY OF SANTA BARBARA**

AND

**MARCON ENGINEERING, INC.**

FOR

**CONSTRUCTION**

OF

**CACHUMA LAKE RECREATIONAL VEHICLE SITE RENEWAL**

June 23, 2026

**AMENDMENT No. 5 to the CONSTRUCTION AGREEMENT**

**for**

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

**This is Amendment No. 5 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 (the "Agreement")** dated **October 10, 2023**, as amended by that certain **Amendment No. 1** dated **April 8, 2025**, and by that certain **Amendment No. 2** dated **August 19, 2025**, and by that certain **Amendment No. 3** Dated **October 7, 2025**, and by that certain **Amendment No. 4** Dated **February 24, 2026** for construction services for the Cachuma Lake Recreational Vehicle Site Renewal project ("Project"); and

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the Term through December 31, 2026.

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

1. This Amendment No. 5 extends the Term of the Agreement through December 31, 2026. 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, 2026 ("Term"), unless earlier terminated by the COUNTY in accordance with the provisions of this Agreement. The Term may only be extended beyond December 31, 2026 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 510 Days, as of October 07, 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 No. 5, 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 No. 5 and to perform its obligations hereunder and under the Agreement as amended.
  - (b) The execution of this Amendment No. 5 by the individual whose signature is set forth at the end of this Amendment No. 5 on behalf of such party, and the delivery of this Amendment No. 5 by such

party, have been duly authorized by all necessary action on the part of such party.

(c) This Amendment No. 5 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 No. 5 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.

[Remainder of page intentionally left blank; signatures appear on the following page.]

### COUNTY SIGNATURE PAGE

Amendment No. 5 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. 5 to the Agreement to be effective as of the first date executed by all of the parties hereto.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR:**

MarCon Engineering, Inc., a California corporation

By:  \_\_\_\_\_  
Authorized Representative

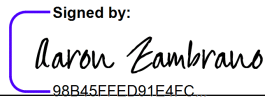
Name: Maryory Contreras

Title: Chief Executive Officer

Date: \_\_\_\_\_

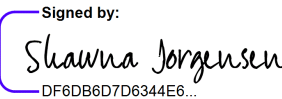
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Betsy Shaffer, CPA, CPFO  
Auditor Controller

By:  \_\_\_\_\_  
Deputy Auditor Controller

**RECOMMENDED FOR APPROVAL:**

Kirk Lagerquist  
Director of General Services

By:  \_\_\_\_\_  
Director of  
General Services

**APPROVED AS TO FORM:**

Marisa Kahn  
Risk Manager

By:  \_\_\_\_\_  
Risk Manager