

ATTACHMENT A

Amendment No. 3 to the Construction Contract Agreement with MarCon Engineering, Inc.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

MARCON ENGINEERING, INC.

FOR

CONSTRUCTION

OF

CACHUMA LAKE RECREATIONAL VEHICLE SITE RENEWAL

October 07, 2025

AMENDMENT No. 3 to the CONSTRUCTION AGREEMENT

for

Construction of Cachuma Lake Recreational Vehicle Site Renewal

This is the Third 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, and by that certain Second Amendment dated August 19, 2025 (as amended by the First and Second Amendments, the "Agreement")** 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 until June 30, 2026, and to increase the Contingency Amount to \$1,452,729.95, for an amended Maximum Compensation Limit of \$14,103,617.95, to pay for work to be performed by the Contractor in addition to the Work contemplated in the original Contract Documents.

NOW, THEREFORE, County and Contractor agree as follows:

1. This Third Amendment increases the Maximum Compensation Limit from \$13,603,617.95 to \$14,103,617.95. Accordingly, Part 5 of the Agreement is hereby amended to read in its entirety as follows:

"5. PAYMENT: The amount payable to CONTRACTOR hereunder for full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract to the satisfaction of County shall not exceed Twelve Million, Six Hundred and Fifty Thousand, Eight Hundred and Eighty-Eight Dollars (\$12,650,888) ("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, the action of the elements, and from any unseen 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.

The sum of all payments made to CONTRACTOR for the performance of Extra Work in addition to the Work performed pursuant to Change Order(s) duly executed by the Director of the County's General Services Department, or his Assistant Director designee, shall not exceed \$1,452,729.95 ("Supplemental Services Amount" or "Contingency Amount"). In no event shall the aggregate amount of all payments made by the County hereunder (i.e., the Base Contract Amount plus the amount of the Contingency Amount payable pursuant to Change Orders) exceed \$14,103,617.95 ("Maximum Compensation Limit"). If CONTRACTOR performs services or incurs expenses beyond the Maximum Compensation Limit, CONTRACTOR does so at CONTRACTOR's sole risk and expense."

2. This Third Amendment increases the Contingency Amount from \$952,729.95 to \$1,452,729.95. Accordingly, Part 7 of the Agreement is hereby amended 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 may be effected or authorized in writing duly executed by the County Representative, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided, however, that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed the maximum aggregate Contingency Amount of \$1,452,729.95. 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.”

3. This Third Amendment extends the Term of the Agreement until June 30, 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 June 30, 2026 (“Term”), unless earlier terminated by the COUNTY in accordance with the provisions of this Agreement. The Term may only be extended beyond June 30, 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 7, 2025. In no event shall the Contract Time be extended beyond the expiration or termination of the Term.”

4. Except as otherwise amended by Section 1, 2, and 3 of this Third Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
5. 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 Third Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.
 - (b) The execution of this Third 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 Third 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.

6. This Third 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.

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

COUNTY SIGNATURE PAGE

Amendment No. 3 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. 3 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: _____

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:

Greg Milligan
Risk Manager

By: _____
Risk Manager