

Attachment F

Board Contract 23168 Amendment No. 4



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

February 24, 2026

Present: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

GENERAL SERVICES DEPARTMENT

File Reference No. 26-00142

RE: Consider recommendations regarding Amendment No. 4 to the Cachuma Lake RV Site Renewal Construction Contract, as follows: (4/5 Vote Required)

- a) Approve, ratify, and authorize the Chair to execute Amendment No. 4 to Board Contract No. 23168 with Marcon Engineering, Inc. for the construction of the Cachuma Lake RV Site Renewal Project increasing the contingency amount by \$312,359.05, for an amended contingency amount of \$1,765,089.00, and an increased maximum aggregate contract amount of \$14,415,977.00;
- b) Approve and authorize the Director of General Services, or his designee, to approve Change Orders under the Agreement in an aggregate amount not to exceed \$1,765,089.00; and
- c) 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 Lee, that this matter be acted on as follows:

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

The motion carried by the following vote:

Ayes: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

MARCON ENGINEERING, INC.

FOR

CONSTRUCTION

OF

CACHUMA LAKE RECREATIONAL VEHICLE SITE RENEWAL

February 24, 2026

AMENDMENT No. 4 to the CONSTRUCTION AGREEMENT

for

Construction of Cachuma Lake Recreational Vehicle Site Renewal

This is Amendment No. 4 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** for construction services for the Cachuma Lake Recreational Vehicle Site Renewal project ("Project"); and

WHEREAS, the parties hereto desire to amend the Agreement to increase the Contingency Amount to \$1,765,089.00, for an amended Maximum Compensation Limit of \$14,415,977.00, 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 Amendment No. 4 increases the Maximum Compensation Limit from \$14,103,617.95 to \$14,415,977.00. 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 \$1,765,089.00 ("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 \$14,415,977.00 ("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 Amendment No. 4 increases the Contingency Amount from \$1,452,729.95 to \$1,765,089.00. 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 \$1,765,089.00. 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. Except as otherwise amended by Section 1, and 2 of this Amendment No. 4, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. 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. 4 and to perform its obligations hereunder and under the Agreement as amended.
 - (b) The execution of this Amendment No. 4 by the individual whose signature is set forth at the end of this Amendment No. 4 on behalf of such party, and the delivery of this Amendment No. 4 by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This Amendment No. 4 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.
5. This Amendment No. 4 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. 4 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. 4 to the Agreement to be effective as of the first date executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

Signed by:
Bob Nelson
By: _____
09D9B7A21FC646A...
Bob Nelson, Chair
Board of Supervisors
2/26/2026 | 6:26 PM PST
Date: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

Signed by:
Sheila de la Guerra
By: _____
0B03F3DDF9EE4AA...
Deputy Clerk

CONTRACTOR:

MarCon Engineering, Inc., a California corporation

DocuSigned by:
Maryory Contreras
By: _____
A8D416E87D964A5...
Authorized Representative
Name: Maryory Contreras
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:
Baron Zambrano
By: _____
98B45FFED91E4FC...
Deputy County Counsel

APPROVED AS TO FORM:

Betsy Shaffer, CPA, CPFO
Auditor Controller

Signed by:
Shawna Jorgensen
By: _____
DF6DB6D7D6344E6...
Deputy Auditor Controller

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist
Director of General Services

DocuSigned by:
Kirk Lagerquist
By: _____
19AEDA90054E4CE...
Director of
General Services

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

Signed by:
Marisa Kahn
By: _____
DF54F5C66E0C41A...
Interim Risk
Manager