

ATTACHMENT A

Amendment No. 2 to the Construction Contract Agreement with MarCon Engineering, Inc.

**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: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

CONTRACTOR:


MarCon Engineering Inc., a California corporation

DocuSigned by:

A8D416E87D964A5...
By: _____
Authorized Representative

Name: Maryory Contreras
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:
County Counsel

Signed by:

0AC56B8DF45F483
By: _____
Rachel Van Mullem
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Auditor-Controller

Signed by:


DF6DB6D7D6344E6...
By: _____
Betsy Shaffer, CPA, CPFO
Deputy Auditor Controller

RECOMMENDED FOR APPROVAL:
General Services

Signed by:

F7C18012028A414...
By: _____
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:
Risk Management

Signed by:

05F555F00269468...
By: _____
Greg Milligan
Risk Manager