

AMENDMENT NO. 2 TO AGREEMENT

This AMENDMENT NO. 2 ("Amendment No. 2") to Tulare County Agreement No. 27894 (the "Agreement") is entered into as of June 027, 2017, between the COUNTY OF TULARE ("COUNTY") and FORCUM-MACKEY CONSTRUCTION, INC. ("CONTRACTOR"), with reference to the following:

WHEREAS, the COUNTY and CONTRACTOR entered into the Agreement effective November 15, 2016, pursuant to which the CONTRACTOR was to provide construction services for the Countywide Space Improvement and Relocation Project; and

WHEREAS, the Parties entered into Amendment No.1 to the Agreement on February 28, 2017, whereby they increased the Contract Sum and the Time of Completion to account for changes in the Project; and

WHEREAS, the Parties desire to further modify the provisions of the Agreement.

ACCORDINGLY, IT IS AGREED:

1. Article 3 of the Agreement is amended to read:

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced within Ten (10) calendar days after the date the Notice to Proceed is received by the Contractor and, subject to authorized adjustments, Substantial Completion of the Work Shall be achieved not later than **199** calendar days for Bid Package A, **297** calendar days for Bid Package B, and **120** calendar days for Bid Package C after the date the Notice to Proceed is received by the Contractor.

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to County, as liquidated damages and not as a penalty, the sum of \$500.00 for each day after the expiration of the Contract Time that the Work remains incomplete. County and Contractor agree that if the Work is not completed within the Contract Time, then the County's damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of reasonable sum for such damages. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

2. Article 4 of the Agreement is amended to read:

**ARTICLE 4
CONTRACT SUM**

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of \$4,027,038.56.

3. Except as expressly modified herein, all other terms and conditions of the Agreement, as previously amended, remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

By: _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

FORCUM-MACKEY CONSTRUCTION, INC.

Date: _____

By: _____

TITLE: _____

Date: _____

By: _____

TITLE: _____

[Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.]

Approved as to Form
County Counsel

By _____

Deputy
Matter # 2016479