

AMENDMENT NO. 1 TO AGREEMENT

This AMENDMENT NO. 1 ("Amendment No. 1") to Tulare County Agreement No. 28443 (the "Agreement") is entered into as of June 26, 2018, 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 December 19, 2017, pursuant to which the CONTRACTOR was to provide construction services for the Countywide Space Improvement and Relocation Project Phase II; and

WHEREAS, the Parties desire to further increase the Contract Sum and Time in light of approved change orders with respect to the Work of the Project.

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, Completion of the Work shall be achieved for The Tenant Improvement General Services Project within 188 calendar days from the date to be established in the "NOTICE TO PROCEED". The Tenant Improvement Government Plaza Project has multiple phases. The Project shall be completed within (240 calendar days for Phase 1A), (120 calendar days for Phase 1B), (120 calendar days for Phase 1C), (30 calendar days for Phase 1D), (180 calendar days for Phase 2A), (30 calendar days for phase 2B), and (150 calendar days for Phase 2C), (60 calendar days for Phase 2D) from the dates to be established in the Notice to Proceed. Each phase will have its own notice to proceed. The scope of work includes completing the electrical connections to owner supplied furniture. The completion of the electrical connections to the owner supplied furniture is not included within the construction days allotted for each phase. However, the electrical connections must be completed in an expedited manor as soon as the furniture installation is complete. No additional monies will be granted for delays in furniture installation. The Agreement includes provisions for Liquidated Damages if the Project is not completed within the agreed time of completion.

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, County's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums 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 **five million eight hundred and sixty-five thousand nine hundred and seventy-three dollars and ninety-three cents (\$5,865,973.93).**

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

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

COUNTY OF TULARE

Date: 6/20/2018

By: [Signature]
Chairman, Board of Supervisors

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

By: [Signature]
Deputy Clerk



FORCUM-MACKAY CONSTRUCTION, INC.

Date: 6/12/18

By: [Signature]
NAME: Joey Mackay
TITLE: President

Date: 6/12/18

By: [Signature]
NAME: Elia Arellano
TITLE: Secretary

[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: [Signature]
Deputy
Matter # 20161479