



**GENERAL SERVICES AGENCY  
CAPITAL PROJECTS  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
  
PETE VANDER POEL  
District Two  
  
AMY SHUKLIAN  
District Three  
  
EDDIE VALERO  
District Four  
  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** February 11, 2020 - **REVISED**

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Maria Benavides		PHONE: 205-1124

**SUBJECT:** Approve an amendment to Agreement No. 29068 with Forcum Mackey Construction, Inc.

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve an Amendment to Agreement No. 29068 with Forcum Mackey Construction, Inc. to increase the agreement amount by \$114,472.18 from \$4,055,000 to \$4,169,472.18 for Fire Station No.1 and add 30 calendar days to the construction time.
2. Authorize the Chairman to sign the Agreement Amendment.

**SUMMARY:**  
On March 19, 2019, the Board approved Agreement No. 29068 with Forcum Mackey Construction, Inc. to provide construction services for Fire Station No.1 in Visalia, California. The awarded contract amount was \$4,055,000. The new Station consists of site improvements and new construction including a crew building with sleeping quarters, kitchen, showers, training room, reception area, storage and a three bay apparatus building. The project also includes a back-up generator to power the facility during a power outage.

There are a total of twelve (12) proposed change orders (PCOs) that have been accepted. The current completion date by contract is January 10, 2020. However, this current change order adds 30 calendar days to the contract pushing the official completion date to February 10, 2020. This change order is retroactive due to the expedited timeline in fulfilling this amendment in order to stay on schedule and avoid additional delays with the project. Staff will resolve any contract extensions or additional

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claims with regard to time after construction is complete. There have been additional rain delays not reflected in this change order.

The following is a summary of the PCOs:

PCO #	Description	Amount	Contract Time
1	Add sink and associated plumbing	\$4,333.35	0 days
2	Add floor drain and delete 2 flood drains	(\$257.00)	0 days
3	Grading plan modifications	\$7,174.72	0 days
4	Finish modifications	\$1,459.89	0 days
5	Interior and exterior building modifications	\$8,661.94	0 days
6	Add shower, building sign changes, additional survey, counter and backsplash changes	\$6,643.89	0 days
7	North entrance grade changes	\$6,161.72	0 days
8.2	Add and revise retaining walls, revisions to fencing, earthwork, survey, landscape, gas line, added storm drain and revised concrete and asphalt.	\$68,298.86	0 days - TBD
9	Time extension for building design coordination	\$0.00	30 days
10	Roof drains at crew building	\$1,032.81	0 days
11	Wall penetration covers	\$5,664.75	0 days
12.1	Add and install gas meter	\$5,297.25	0 days
	<b>Total Change Orders</b>	<b>\$114,472.18</b>	<b>30 Working Days</b>

It is requested that the Board approve Amendment to Agreement No. 29068 with Forcum Mackey Construction, Inc. to increase the agreement amount by \$114,472.18 from \$4,055,000 to \$4,169,472.18; and authorize the Chairman to sign the Agreement Amendment.


**FISCAL IMPACT/FINANCING:**

This project is funded in Capital Projects Fund 030-086-3200-8131.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's Strategic Business Plan includes the Safety and Security initiative to provide for the safety and security of the public. The Fire Station No. 1 project aligns with the initiative by providing improved facilities for the protection of the public.

**ADMINISTRATIVE SIGN-OFF:**



Kyle Taylor  
Capital Projects Coordinator III

cc: County Administrative Office

Attachment(s) Agreement Amendment with Forcum Mackey Construction, Inc.

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE )  
AN AMENDMENT TO AGREEMENT NO. ) RESOLUTION NO. \_\_\_\_\_  
29068 WITH FORCUM MACKEY ) AGREEMENT NO. \_\_\_\_\_  
CONSTRUCTION, INC. )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved an Amendment to Agreement No. 29068 with Forcum Mackey Construction, Inc. to increase the agreement amount by \$114,472.18 from \$4,055,000 to \$4,169,472.18 for Fire Station No.1 and add 30 calendar days to the construction time.
2. Authorized the Chairman to sign the Agreement Amendment.

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 29068**

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**THIS FIRST AMENDMENT** ("Amendment") to Tulare County Agreement Number 29068 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **FORCUM MACKEY CONSTRUCTION, INC.** ("CONTRACTOR") as of February 11, 2020, with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement on March 19, 2019, for the purpose of providing construction services for Fire Station # 1;

B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to provide additional construction services for Fire Station # 1.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

1. Article III: Time of Commencement and Completion of the Agreement is hereby revised to read as follows:

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 Project within **300** calendar days from the date to be established in the "NOTICE TO PROCEED". 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 **\$1,000.00** 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 IV: Contract Sum of the Agreement is hereby revised to read as follows:

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 **\$4,169,472.18.**

3. This First Amendment becomes effective as of February 11, 2020.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 29068**

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

**Forcum Mackey Construction, Incorporated**

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy 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 a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By \_\_\_\_\_  
Deputy

Matter # \_\_\_\_\_