

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

THIS SECOND AMENDMENT ("Amendment") to Tulare County Agreement Number 29068 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **FORCUM-MACKAY CONSTRUCTION, INC.** ("CONTRACTOR") as of August 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 **441** 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 **\$4,196,800.04.**

3. This Second Amendment becomes effective as of August 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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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Forcum-Mackey Construction, Inc.

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 # _____