

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
November 4, 2024

**BID AWARD: COS BASEBALL CLUBHOUSE
MODULAR BUILDING (SITE WORK)**

12

Status:	Action
Presented by:	Byron Woods Dean, Facilities

Issue

The District is requesting that the Board of Trustees award Forcum/Mackey Construction, of Ivanhoe, the bid for the COS Baseball Clubhouse Modular Building Site Work.

Background

For the past 17 years, the COS baseball program has used a converted storage room as their locker room. The player locker area is 482 sf and accommodates almost 40 players each season. Some athletes do not have a locker due to lack of space. Adjacent to this area is a 127 sf coaches' locker room/office that accommodates 6 coaches. Shower facilities are not immediately available within the baseball complex and players and coaches share restroom facilities with the spectators during games.

The District has explored various options for improving these facilities. It was determined that the most cost-effective solution is to construct a modular locker room building immediately north of the existing hitting tunnels along the third base line. The District has elected to solicit two separate formal bids for the following scopes of work: 1) Modular building (design, fabrication, and installation), and 2) Site work and supporting infrastructure.

In June 2024, the Board awarded a contract to JTS Modular for the fabrication and installation of a new 1,400 sf modular locker room building. Architectural drawings were prepared and submitted to DSA for review/approval.

In early October 2024, the District solicited bids for the site work and supporting infrastructure. On October 22, 2024, eight (8) bids were received and opened for this project. The lowest responsive bidder was Forcum/Mackey Construction of Ivanhoe. The total Base Bid amount of the contract is \$290,000.

The project will be funded by District capital project funds. Based upon lead times and

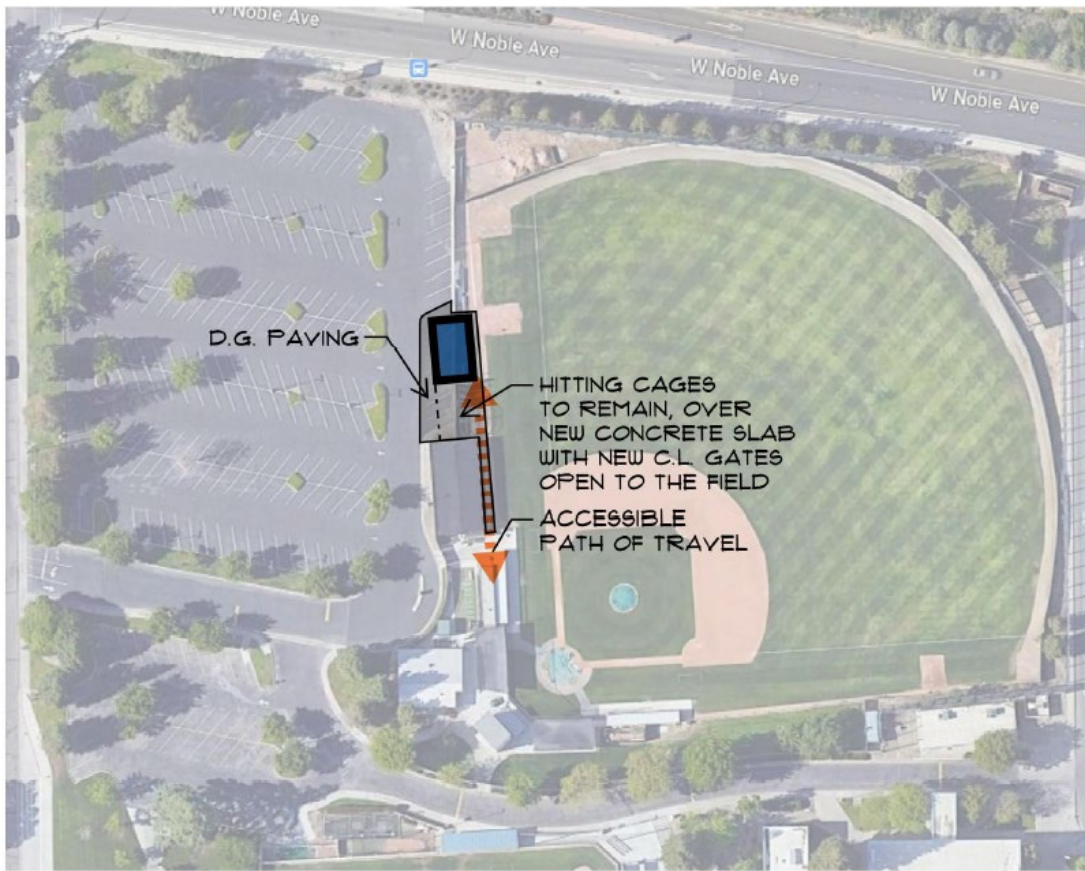
contractor coordination/sequencing, construction of the new modular building and related site improvements is scheduled for November 2024 through March 2025.

Recommended Action

It is recommended that the Board of Trustees award the Base Bid, in the amount of \$290,000, for the COS Baseball Clubhouse Modular Building Site Work to Forcum/Mackey Construction of Ivanhoe.



Conceptual Exterior Elevations



SITE PLAN
1" = 100'-0"



**NEW MODULAR BASEBALL CLUBHOUSE
VISALIA CAMPUS**

COLLEGE OF THE SEQUOIAS
JUNE 20, 2023 | MAI #23122

BID TABULATION

MANGINI ASSOCIATES INC.

PROJECT: COS Baseball Clubhouse Modular Building -Site Work
BID OPENING LOCATION: Location
OWNER: Sequoia Community College District

ISSUE DATE: October 23, 2024
BID DATE: October 22, 2024
MAI PROJECT NO.: 23122

Bidders	Addenda Received		Bid Form Attachments											Base Bid		
	Bid Form Executed	1	2	Bid Bond	Subcontractor / DIR	Non-Collusion	Workman's Comp	Fingerprinting	Sufficient Fund Declaration	Drug Free Cert.	Alcohol & Tobacco Free	Non Contract Sanctioned Cert	CARB Compliance			
Dale Atkins 15430 Avenue 296 Visalia, CA 93292	x	x	x	x	x	x	x	x	x	x	x	x	x			331,000.00
Seals Construction 9410 Placer Drive Visalia, CA 93291	x	x	x	x	x	x	x	x	x	x	x	x	x			416,800.00
Sierra Range Construction P. O. Box 427 Visalia, CA 93279	x	x	x	x	x	x	x	x	x	x	x	x	x			343,325.00
Yanez Construction 42931 RD. 52 Reedley, CA 93654	x	x	x	x	x	x	x	x	x	x	x	x	x			847,000.00
SW Construction 4301 Grissom Street, Suite D Bakersfield, CA 93313	x	x	x	x	x	x	x	x	x	x	x	x	x			447,615.00
JTS Construction P.O. Box 41765/7001 McDivitt Dr. Bakersfield, CA 93384-1765	x	x	x	x	x	x	x	x	x	x	x	x	x			357,500.00
Forcum/Mackey Construction 15695 Jasmine Avenue Ivanhoe, CA 93235	x	x	x	x	x	x	x	x	x	x	x	x	x			290,000.00
Caliber Contracting P.O. Box 11127 Fresno, CA 93771	x	x	x	x	x	x	x	x	x	x	x	x	x			529,000.00

**COS BASEBALL CLUBHOUSE MODULAR BUILDING
AT COLLEGE OF THE SEQUOIAS - VISALIA CAMPUS
Sequoias Community College District**

**23122
8/28/2024
2022 CBC**

SECTION 00 4110 - BID FORM

BID TO: Sequoias Community College District
915 S. Mooney Blvd.
Visalia, CA 93277

BID FROM: Forcum/Mackey Construction, Inc.
15695 Jasmine Ave
Ivanhoe, Ca 93235
Phone: 559 798-1837
Email: joey@forcummackey.com

Fax: _____

PROJECT: **COS BASEBALL CLUBHOUSE MODULAR BUILDING
AT COLLEGE OF THE SEQUOIAS- VISALIA CAMPUS**

BASIS FOR BIDS: All work required for construction of COS Baseball Clubhouse Modular Building at College of the Sequoias-Visalia Campus, 915 S. Mooney Blvd., Visalia, California.

The undersigned, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be performed, the Invitation to Bid, the Instructions to Bidders, the Drawings, the Specifications, the Agreement, the General Conditions, all addenda, and all Contract Documents for this Project, proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the Project called for by them for the entire order in strict conformity with the Contract Documents.

ADDENDA: The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # <u>1</u>	Dated <u>10/17/24</u>	Addendum # <u>2</u>	Dated <u>10/18/24</u>
Addendum # _____	Dated _____	Addendum # _____	Dated _____
Addendum # _____	Dated _____	Addendum # _____	Dated _____

BASE BID: Lump Sum price for construction of the Base Bid portions of the Project (in accordance with the Contract Documents):

Two hundred Ninety thousand Dollars (\$ 290,000.00)

CONDITIONS

Bid Form:

- .1 Bidder agrees that he/she has checked carefully all words and figures inserted in the Bid Form and that he/she is solely responsible for errors or omissions therein.
- .2 Forms submitted with incomplete bid amounts or signature are subject to non-acceptance by Owner. Amounts shall be stated in writing and figures.
- .3 Owner reserves the right to reject any or all Bids, waive any informality in any Bid, determine in his own discretion the responsibility of any Bidder, and determine which Bid is most advantageous to Owner.

Bid Form Attachments: Bid Form shall be accompanied the following, using forms included in the Project Manual:

- .1 Bid Form
- .2 Bidder's Bond
- .3 Subcontractor List / DIR Information
- .4 Non-Collusion Affidavit
- .5 Contractor's Certificate Regarding Workers Compensation
- .6 Fingerprinting Notice and Acknowledgment
- .7 Sufficient Funds Declaration
- .8 Acknowledgment regarding Drug Free Workplace
- .9 Acknowledgment regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- .10 Acknowledgment regarding No Contracting with Sanctioned Entities
- .11 CARB Compliance Declaration

Time for Completion: Bidder agrees to complete all Work within **60 calendar days**, commencing with the date established in the written notice from Owner to proceed, and ending with the date of Substantial Completion.

Substitutions: Bidder agrees he/she has reviewed the substitution requirements of Sections 00 2110 and 01 2500 and shall comply with such requirements.

Execution of Agreement: Bidder agrees that if its bid or bids are accepted by Owner, Bidder will execute the Agreement Form provided and furnish the required Bonds and Insurance Certificates within 7 calendar days after date of written Notice of Award by Owner. The undersigned further agrees that in case of default in executing these documents within the time fixed, the proceeds of the check or bond, accompanying this bid, shall become the property of the Owner.

Withdrawal of Bid: Bidder agrees that his/her Bid may not be withdrawn for a period of **60 calendar days** after Bid Opening date.

Step One Liquidated Damages: Should the Contractor fail to complete this contract, and/or each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of **One Thousand Dollars (\$1,000.00)** per calendar day as Step One Liquidated Damages. In accordance with the provisions of Government Code Section 4215, the Contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such facilities are not identified in the plans and specifications.

Step Two Liquidated Damages: Should the Contractor fail to complete and closeout this contract within 65 days of the Notice of Completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of **Two Hundred and Fifty Dollars (\$250.00)** per calendar day as Step Two Liquidated Damages, in addition to amounts which may be assessed for Step One liquidated damages.

Bidder's Representation as to Bids: Bidder certifies that his/her Bid is genuine and is not sham or collusive, or made in the interest or in behalf of any Bidder not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Contractor's License: Contractors and subcontractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within 4 years of the date of the alleged violation. A complaint regarding alleged act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

Worker's Compensation: The bidder hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Authorized Signature: Bidder states that the signature below is of a person authorized to bind the Bidder to this Bid and the Agreement.

Wage Rates: The Bidder agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply. The Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code Section 1776. Pursuant to Labor Code Section 1770, the Bidder shall, as a penalty to the Owner, forfeit not more than \$50 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. In accordance with the Public Contract Code Section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1 or 1777.7:

- .1 The Bidder shall not allow any such subcontractor to work of this project.
- .2 The Bidder shall repay to the Owner any money paid to any such subcontractor allowed to work on this project.
- .3 The Bidder shall pay the wages of the workers of any such subcontractor allowed to work on this project.

Copies of the prevailing rate of per diem wages are on file at the principal office of the Owner, and are available to any interested party upon request, pursuant to Labor Code Section 1773 and Section 1773.2. **The Bidder shall comply with provisions of the Labor Code Section 1775 regarding penalties for failure to pay prevailing wages.**

DIR Registration: The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

Labor Compliance Program: Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Joey Mackey (Name), whose title is President, is authorized to act for and bind the corporation.

**COS BASEBALL CLUBHOUSE MODULAR BUILDING
AT COLLEGE OF THE SEQUOIAS - VISALIA CAMPUS
Sequoias Community College District**

**23122
8/28/2024
2022 CBC**

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/22/24

Forcum/Mackey Construction, Inc.

Bidder Name (type or print)

Joey Mackey, President

Authorized Signator (type of print)

Signature

Corporation

Organization (individual, partnership, or corporation)

15695 Jasmine Ave Ivanhoe, Ca 93235

Address

473785 A&B

Contractor's License Number

Class

5/31/25

Contractor's License Expiration Date

SUBCONTRACTOR LIST / DIR INFORMATION
Public Contract Code Section 4100 / Labor Code Section 1725.5

Contractor: Forcum/Mackey Construction, Inc.

Subcontractor List: Subcontracting under this Agreement shall be governed by the California "Subletting and Subcontracting Fair Practices Act" (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California and any amendments thereof). In accordance with the provisions of Public Contract Code Section 4104, each bidder shall list below the name and location of place of business for each subcontractor licensed by the State of California who, under subcontract to the prime contractor, will perform a portion of the contract work in an amount in excess of one-half (1/2) of one percent (1%) of the total contract price. In each such instance the nature of the work to be sublet shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, Contractor shall be deemed to have agreed that Contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

DIR Information: Pursuant to Labor Code section 1725.5, Within 24 hours of the receipt of bids, the apparent low bidder shall provide the contractor's license number, and DIR registration number of all subcontractors listed on the Subcontractor List submitted with the Bid. The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code Section 1725.5 to perform public work.

An inadvertent error in listing a subcontractor who is not registered under Labor Code Section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code Section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code Section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Submit with Bid - Contractor: <u>Forcum/Mackey Construction, Inc.</u>			Submit within 24 Hours of Bid	
Portion of Work	Subcontractor Name	Subcontractor Location	License Number	DIR Registration Number
Surveying	CCS	Madera		
Demolition	Todd	Visalia		
Earthwork	Todd	Visalia		
Rebar	Todd	Visalia		
Concrete	Todd	Visalia		
Metal Fab	Bradford Steel	Woodlake		
Painting	Nelson's	Clovis		
Signage	Signs of Success	Santa Maria		
Electrical	Strice	Visalia		
Low Voltage	EKC	Fresno		
Plumbing / Storm Drain	Todd	Visalia		

**COS BASEBALL CLUBHOUSE MODULAR BUILDING
 AT COLLEGE OF THE SEQUOIAS - VISALIA CAMPUS
 Sequoias Community College District**

**23122
 8/28/2024
 2022 CBC**

Submit with Bid - Contractor: <u>Forcum/Mackey Construction, Inc.</u>			Submit within 24 Hours of Bid	
Portion of Work	Subcontractor Name	Subcontractor Location	License Number	DIR Registration Number

Submit with Bid - Contractor: <u>Forcum/Mackey Construction, Inc.</u>			Submit within 24 Hours of Bid	
Portion of Work	Subcontractor Name	Subcontractor Location	License Number	DIR Registration Number

 **AIA** Document A310™ – 2010**Bid Bond****CONTRACTOR:**

(Name, legal status and address)
Forcum/Mackey Construction, Inc.
15695 Jasmine Avenue
Ivanhoe, CA 93235

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
11090 White Rock Rd., Ste. 100
Rancho Cordova, CA 95670

OWNER:

(Name, legal status and address)
Sequoias Community College District
915 S. Mooney Blvd.
Visalia, CA 93277

BOND AMOUNT: \$ 10% of Amount Bid (Ten Percent of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
COS Baseball Clubhouse Modular Building at College of the Sequoias - Visalia Campus
915 S. Mooney Blvd.
Visalia, CA 93277

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(3B9ADA15)

Signed and sealed this 4th day of October, 2024.

(Witness)

(Witness)

Forcum/Mackey Construction, Inc.
(Contractor as Principal) (Seal)

(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Title) Donald P. Sharp, Attorney-in-Fact

Init.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Tulare }

On October 4, 2024 before me, Michelle Lynn Solis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal
personally appeared Donald P. Sharp
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the Information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**


POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **DONALD P SHARP** of **VISALIA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **October**, **2024**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

To: Sequoias Community College District

Project: COS Baseball Clubhouse Modular Building
at College of the Sequoias - Visalia Campus

The undersigned declares:

I am the President [Title] of Forcum/Mackey Construction, Inc. [Company], the party making a bid proposal (bid) on the above-referenced Project. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

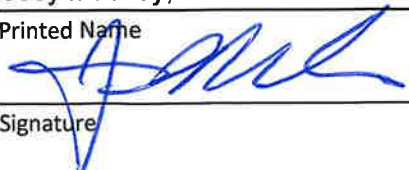
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 22, 2024, 2023, at Ivanhoe [City], California.

10/22/24

Date

Joey Mackey, President

Printed Name


Signature

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION
Labor Code Section 3700

California Labor Code Section 3700, in relevant part, provides that:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

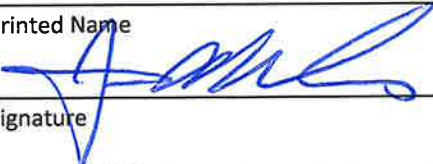
I am aware of the provisions of the Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Forcum/Mackey Construction, Inc.

Proper Name of Company

Joey Mackey, President

Printed Name


Signature

In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
Education Code Section 45125.2

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the work site to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange for surveillance by personnel, with Owner approval.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code Sections 45125.1 and 45125.2 as applicable.

10/22/24

Date

Joey Mackey

Printed Name



Signature

President

Title

ATTACHMENT

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 12308, 12309, or 12310.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter;
- (2) Mayhem;
- (3) Rape;
- (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (6) Lewd or lascivious act on a child under the age of 14 years;
- (7) Any felony punishable by death or imprisonment in the state prison for life;
- (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
- (9) Attempted murder;
- (10) Assault with intent to commit rape, or robbery;
- (11) Assault with a deadly weapon or instrument on a peace officer;
- (12) Assault by a life prisoner on a non-inmate;
- (13) Assault with a deadly weapon by an inmate;

- (14) Arson;
- (15) Exploding a destructive device or any explosive with intent to injure;
- (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
- (17) Exploding a destructive device or any explosive with intent to murder;
- (18) Any burglary of the first degree;
- (19) Robbery or bank robbery;
- (20) Kidnapping;
- (21) Holding of a hostage by a person confined in a state prison;
- (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life;
- (23) Any felony in which the defendant personally used a dangerous or deadly weapon;
- (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
- (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
- (26) Grand theft involving a firearm;
- (27) Carjacking;
- (28) any felony offense, which would also constitute a felony violation of Section 186.22;
- (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;
- (30) throwing acid or flammable substances, in violation of Section 244;
- (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;
- (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5;
- (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;
- (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
- (35) continuous sexual abuse of a child, in violation of Section 288.5;
- (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034;
- (37) intimidation of victims or witnesses, in violation of Section 136.1;
- (38) criminal threats, in violation of Section 422;
- (39) any attempt to commit a crime listed in this subdivision other than an assault;
- (40) any violation of Section 12022.53;
- (41) a violation of subdivision (b) or (c) of Section 11418; and
- (42) any conspiracy to commit an offense described in this subdivision.

SUFFICIENT FUNDS DECLARATION
Labor Code Section 2810

To: Sequoias Community College District

Project: COS Baseball Clubhouse Modular Building
at College of the Sequoias - Visalia Campus

I, Joey Mackey [Bidder Name], declare that I am the President [Title]
of Forcum/Mackey Construction, Inc. [Company], the entity making a bid for the above-referenced
Project, and that the bid submitted by Forcum/Mackey Construction, Inc. [Company] includes sufficient
funds to permit Forcum/Mackey Construction, Inc. [Company] and all subcontractors to comply with
all local, state or federal labor laws or regulations during the Project, including payment of prevailing wages.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 22, 2024

Signature:  _____

Print Name: Joey Mackey _____

Print Title: President _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

October 22, 2024

Forcum/Mackey Construction, Inc.

Date

Contractor

By:

Signature

Joey Mackey, President

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the Owner's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in buildings owned or leased by Owner, on Owner's property and in Owner's vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

October 22, 2024

Forcum/Mackey Construction, Inc.

Date

Contractor

By:

Signature

CONTRACTOR CERTIFICATION REGARDING SANCTIONED ENTITIES & IRAN CONTRACTING ACT

Forcum/Mackey Construction, Inc. ("Contractor") certifies as follows:

1. Contractor is not an entity under any form of sanction imposed by the United States of America, or the State of California, and is not listed as such by the U.S. Department of State (a "Sanctioned Entity"), which list may be referenced at: <https://sanctionssearch.ofac.treas.gov/> or <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>.

Further, Contractor is not an Affiliate (any person or entity directly or indirectly controlling; controlled by or under common control with Contractor; owned in whole or in part by Contractor; that owns any interest in Contractor, in whole or in part; that is a current creditor or debtor to Contractor) of any Sanctioned Entity.

2. Contractor shall exercise all due diligence, including, without limitation, consulting the U.S. Department of State list of sanctioned entities, which may be referenced at https://sanctionssearch.ofac.treas.gov or <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf> to ensure Contractor is not currently party to any contract with, and shall not enter into any contractual relationship with any Sanctioned Entity during the term of any agreement by and between Contractor and Owner or in relation to any agreement by and between Contractor and Owner.

3. Pursuant to Public Contract Code 2204, Contractor affirms that the official named below certifies they are duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by California Department of General Services.

October 22, 2024

Forcum/Mackey Construction, Inc.

Date

Contractor

By:

Signature

President

Title

77-0060741

Federal Tax Identification Number

CARB COMPLIANCE DECLARATION

To: Sequoias Community College District

Project: COS Baseball Clubhouse Modular Building
at College of the Sequoias - Visalia Campus

CALIFORNIA AIR RESOURCES BOARD ("CARB") <https://ww2.arb.ca.gov/>

For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB Certificates of Reported Compliance ("CRC") from all contractors and listed subcontractors before awarding the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

The Regulations apply to all "Public Works Awarding Bodies," which phrase is broadly defined as "any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind."

The bidder must fully execute this document and submit it, including required attachments, with its bid for the above-captioned project. The bidder must submit the CRCs for the bidder and all of its subcontractors to this document within 7 calendar days of the bid opening.

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the bidder and its subcontractors are able to obtain their CRCs: DOORS (ca.gov). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website for the "Off-Road Zone" is <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

If any questions, please call the DOORS Hotline at 877-593-6677 or email doors@arb.ca.gov. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

Fact Sheet: Contracting Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements>

I, Joey Mackey [name of declarant], declare that I am the President [title] of Forcum/Mackey Construction, Inc [name of bidding contractor], the entity making and submitting a bid for the above Project; that all CRCs required for _____ [name of bidding contractor] and its subcontractors on the above Project are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the Project.


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/22/24

Date

By:

Signature



Forcum/Mackey Construction, Inc.

Contractor

END OF SECTION 00 4110