

AMENDMENT NUMBER ~~THREEFOUR~~
 TO
 CONTRACT MA-060-15011312
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 HAMPTON TEDDER ELECTRIC COMPANY INC.

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This AMENDMENT NUMBER ~~THREEFOUR THREE~~ to Contract number MA-060-15011312 for High and Medium Voltage Equipment Maintenance and Repair, (hereinafter "AMENDMENT NUMBER ~~THREEFOUR THREE~~") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Hampton Tedder Electric Company Inc., (hereinafter "CONTRACTOR") with a place of business at 4571 W. State Street, Montclair, CA, 91763, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for High and Medium Voltage Equipment Maintenance and Repair on March 3, 2015, Contract Number MA-060-15011312 (hereinafter "ORIGINAL CONTRACT") for a one-year term of March 3, 2015 through and including March 2, 2016, renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on February 23, 2016 as Contract number MA-060-16011493 (hereinafter "AMENDMENT NUMBER ONE") for a one year term of March 3, 2016 through and including March 2, 2017;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on February 14, 2017 as Contract number MA-060-17011008 for a one year term of March 3, 2017 through and including March 2, 2018 for a new contract not to exceed amount of \$300,000 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR desires to renewed the ORIGINAL CONTRACT on April 10, 2018 as Contract ~~number~~ MA-060-18010568 for a one year term of March 3, 2018 through and including March 2, 2019, as well as revised Attachment B, Pricing in its entirety ~~hereinafter "AMENDMENT NUMBER THREE"; and the CONTRACTOR has agreed to provide the goods and services at the rates set forth in this AMENDMENT NUMBER THREE;~~

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WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-19010663 for a one year term of March 3, 2019 through and including March 2, 2020, as well as revise Attachment B, Pricing, in its entirety, and the CONTRACTOR has agreed to provide the goods and services at the rates set forth in this AMENDMENT NUMBER FOUR;

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WHEREAS, COUNTY desires to amend Paragraph S., Change of Ownership/Name, Litigation Status, Conflict with County Interests of the ORIGINAL CONTRACT in its entirety and the

CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT:

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FURTHERMORE, Contractor has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in article S herein.

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NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/3/15 through and including 3/2/~~19~~20, unless otherwise terminated by COUNTY. The period of 3/3/15 through and including 3/2/16 shall be known as Contract number MA-060-15011312. The period of 3/3/16 through and including 3/2/17 shall be known as Contract number MA-060-16011493. The period of 3/3/17 through and including 3/2/18 shall be known as Contract number MA-060-17011008. The period of 3/3/18 through and including 3/2/19 shall be known as Contract number MA-060-18010568. The period of 3/3/19 through and including 3/2/20 shall be known as Contract Number MA-060-19010663. This Contract may not be renewed, ~~for one (1) additional one year term by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

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b. Attachment B, Pricing, is amended to read in its entirety as follows:

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ATTACHMENT B

Pricing

The hourly rate below shall include all costs for the work, including direct and indirect labor charges, truck, all necessary equipment, tools, travel, and any other expenses (excluding parts and material).

<u>General Foreman or Cable Splicer Foreman:</u>	<u>(3/3/19 – 8/26/19)</u>	<u>(8/27/20 -3/2/20)</u>
<u>1. REGULAR HOURS:</u>	<u>\$172.93/hr</u>	<u>\$177.96/hr</u>
<u>Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)</u>		

2. PREMIUM HOURS: \$273.71/hr \$281.68/hr
Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)

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3. SPECIAL HOURS:
- Saturday \$273.71/hr \$281.68/hr
- Sunday and Holidays \$273.71/hr \$281.68/hr

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Cable Splicer or Lineman:
1. REGULAR HOURS: \$167.62/hr \$172.50/hr
Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)

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2. PREMIUM HOURS: \$268.41/hr \$276.23/hr
Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)
3. SPECIAL HOURS:
- Saturday \$268.41/hr \$276.23/hr
- Sunday and Holidays \$268.41/hr \$276.23/hr

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Senior Test Tech, Test Tech or Electrical Engineer:
1. REGULAR HOURS: \$193.64/hr \$199.28/hr
Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)

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2. PREMIUM HOURS: \$276.04/hr \$284.08/hr
Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)
3. SPECIAL HOURS:
- Saturday \$276.04/hr \$284.08/hr
- Sunday and Holidays \$276.04/hr \$284.08/hr

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Ground-man, Cable Splicer Helper or Warehouseman:
1. REGULAR HOURS: \$144.64/hr \$148.85/hr
Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)

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2. PREMIUM HOURS: \$235.43/hr \$242.29/hr
Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)
3. SPECIAL HOURS:
- Saturday \$144.64/hr \$148.85/hr
- Sunday and Holidays \$235.43/hr \$242.29/hr

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MATERIALS CHARGE

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(Contractor cost plus markup, Maximum 20%) 15%

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Labor hours shall be charged on the basis of actual time spent on each job, not on portal-to-portal basis, and shall be computed to nearest one quarter (1/4) hour.
Premium hours or special hours' rates will not be paid on non-emergency response requests unless specifically authorized by the County Project Manager.
Material cost will be paid based on actual invoice cost to the Contractor plus the percentage markup.
All materials items for each job shall be listed on the invoice by location.
Copies of the actual purchase invoices for each item costing more than \$500.00 shall be attached to the invoice.

Contract shall not exceed: \$300,000/year.

c. General Terms and Conditions, Paragraph S, Change of Ownership/Name, Litigation Status, Conflict with County Interests, is amended in its entirety as follows:

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S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

b. ~~Attachment B, Pricing is amended to read in its entirety as follows:~~

ATTACHMENT B

Pricing

The hourly rate below shall include all costs for the work, including direct and indirect labor charges, truck, all necessary equipment, tools, travel, and any other expenses (excluding parts and material).

FOLDER C001043

Contractor's Initials _____

<u>General Foreman or Cable Splicer Foreman:</u>	(3/3/18 – 8/26/18)	(8/27/18 – 3/2/19)
1. REGULAR HOURS: Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)	\$167.89/hr	\$172.78/hr
2. PREMIUM HOURS: Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)	\$265.74/hr	\$273.48/hr
3. SPECIAL HOURS:		
–Saturday	\$265.74/hr	\$273.48/hr
–Sunday and Holidays	\$265.74/hr	\$273.48/hr
 <u>Cable Splicer or Lineman:</u>		
1. REGULAR HOURS: Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)	\$162.74/hr	\$167.48/hr
2. PREMIUM HOURS: Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)	\$260.59/hr	\$268.18/hr
3. SPECIAL HOURS:		
–Saturday	\$260.59/hr	\$268.18/hr
–Sunday and Holidays	\$260.59/hr	\$268.18/hr
 <u>Senior Test Tech, Test Tech or Electrical Engineer:</u>		
1. REGULAR HOURS: Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)	\$193.64/hr	\$199.28/hr
2. PREMIUM HOURS: Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)	\$276.04/hr	\$284.08/hr
3. SPECIAL HOURS:		
–Saturday	\$276.04/hr	\$284.08/hr
–Sunday and Holidays	\$276.04/hr	\$284.08/hr
 <u>Ground man, Cable Splicer Helper or Warehouseman:</u>		
1. REGULAR HOURS: Monday to Friday (7:00 A.M. to 5:00 P.M. Pacific Time)	\$141.11/hr	\$145.22/hr
2. PREMIUM HOURS: Monday to Friday (5:00 P.M. to 7:00 P.M. Pacific Time)	\$229.69/hr	\$236.38/hr
3. SPECIAL HOURS:		
–Saturday	\$141.11/hr	\$145.22/hr
–Sunday and Holidays	\$229.69/hr	\$236.38/hr

MATERIALS CHARGE

(Contractor cost plus markup, Maximum 20%) 15%

Labor hours shall be charged on the basis of actual time spent on each job, not on portal to portal basis, and shall be computed to nearest one quarter (1/4) hour.

Premium hours or special hours' rates will not be paid on non-emergency response requests unless specifically authorized by the County Project Manager.

Material cost will be paid based on actual invoice cost to the Contractor plus the percentage markup.

All materials items for each job shall be listed on the invoice by location.

Copies of the actual purchase invoices for each item costing more than \$500.00 shall be attached to the invoice.

FOLDER C001043

Contractor's Initials _____

~~Contract shall not exceed: \$250,000/year.~~

- 2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15011312) is attached hereto as Exhibit A and incorporated by this reference.
- 3. A true and correct copy of AMENDMENT NUMBER ONE (MA-060-16011493) is attached hereto as Exhibit B and incorporated by this reference.
- 4. A true and correct copy of AMENDMENT NUMBER TWO (MA-060-17011008) is attached hereto as Exhibit C and incorporated by this reference.

~~5. A true and correct copy of AMENDMENT NUMBER THREE, (MA-060-18010568) is attached hereto as Exhibit D and incorporated by this reference.~~

~~5~~6. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, and AMENDMENT NUMBER TWO and AMENDMENT NUMBRE THREE except as amended herein and to the extend there are not inconsistent with this AMENDMENT NUMBER ~~THREE~~ ~~FOUR~~, remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~THREE~~
~~FOUR~~ to Contract number MA-060-15011312.

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Contractor: Hampton Tedder Electric Company Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

Contractor*: Hampton Tedder Electric Company Inc.

By: _____ Title: _____
Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Date: _____

Approved by Board of Supervisors on: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-15011312)

FOLDER C001043

Contractor's Initials _____

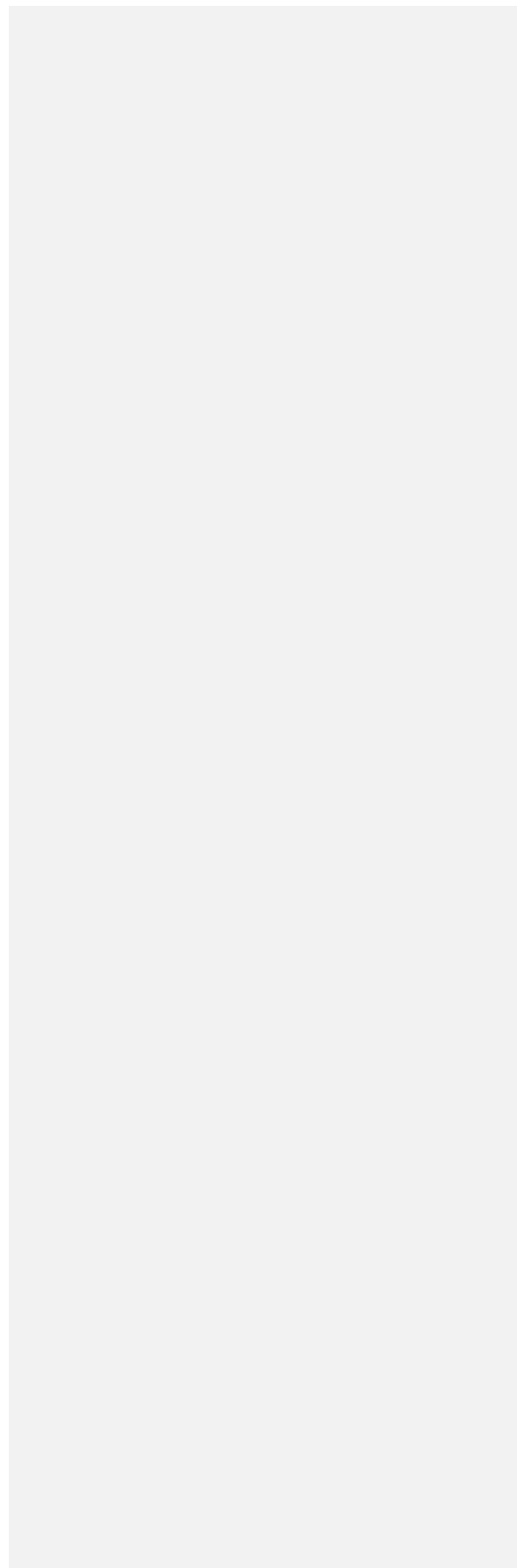


EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16011493)

FOLDER C001043

Contractor's Initials _____

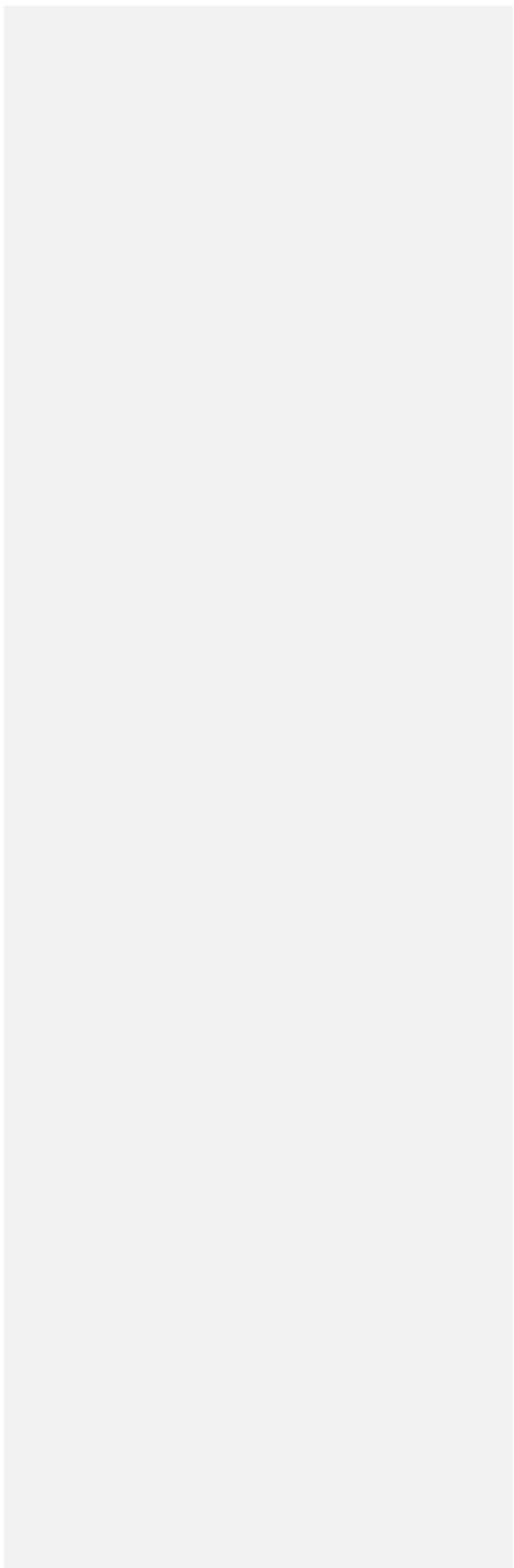


EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-17011008)

FOLDER C001043

Contractor's Initials _____

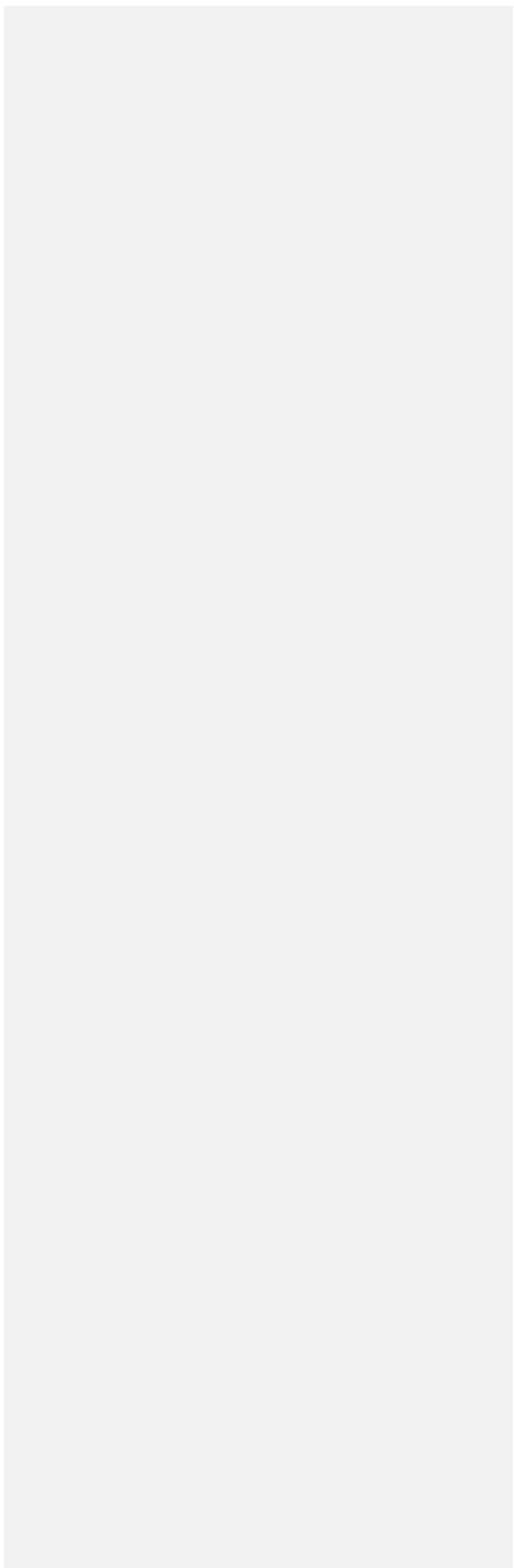


EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-18010568)

FOLDER C001043

Contractor's Initials _____

