

AMENDMENT NUMBER ~~TWO~~ THREE
 TO
 CONTRACT MA-060-20011205
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 BAKER ELECTRIC & RENEWABLES LLC DBA BAKER ELECTRIC
 (FORMERLY KNOWN AS BAKER ELECTRIC INC.)

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-20011205 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Baker Electric & Renewables LLC dba Baker Electric (hereinafter referred to as "CONTRACTOR") with a place of business at 1298 Pacific Oaks Place, Escondido, CA 92029 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 on May 15, 2020, for a two (2) year term of May 15, 2020, through and including May 14, 2022, in an amount not to exceed \$600,000 renewable for three (3) additional one (1) year terms. (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 10, 2022, for a one (1) year term of May 15, 2022, through and including May 14, 2023, in an amount not to exceed \$300,000, as well as amended ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, CONTRACTOR informs COUNTY that on April 8, 2022 Baker Electric, Inc changes its name to Baker Electric & Renewables LLC dba Baker Electric, but there has been no change in ownership or tax ID; and

WHEREAS the name change will have no impact of the terms of the ORIGINAL CONTRACT and CONTRACTOR agrees to be bound by all of the terms and conditions of the ORIGINAL CONTRACT; and

WHEREAS, the Orange County Board of Supervisor, pursuant to Resolution No. 94-904 adopted August 2, 1994, has authorized the Purchasing Agent of the County of Orange to change the name of vendor in a contract where there is only a name change and not a change in ownership, and accept a vendor's request to assign the contract to the newly name entity; and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on July 18, 2023, for a one (1) year term of May 15, 2023, through and including May 14, 2024, in an amount not to exceed \$300,000, as well as to amend ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charge in its entirety; ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER TWO~~ (hereinafter "AMENDMENT NUMBER TWO")

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the not to exceed amount by \$300,000 for a new not to exceed amount of \$600,000 for the one (1) year term of May 15, 2023 through and including May 14, 2024, as well as to amend ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charge to add Specialized Equipment Rental term; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, for a one (1) year term of May 15, 2024, through and including May 14, 2025, in an amount not to exceed \$600,000, as well as to amend ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charge in its entirety to increase the hourly rates and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

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

ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 - 2. Term of Contract:
This Contract shall commence upon execution of all necessary signatures, and continue in effect from 5/15/20 through and including 5/14/24⁵, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:
 - 3. Renewal:
~~This Contract may be renewed for one (1) additional one (1) year term upon mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~
This Contract may not be renewed.

- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges is amended in its entirety as follows:
 - 2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

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

General Foreman or Cable Splicer Foreman	
Regular Hours: Monday to Friday (7:00 AM to 5:00 PM Pacific Standard Time)	\$ 171.99 180/hr.
Premium Hours: Monday to Friday (5:00 PM to 7:00 AM Pacific Standard Time)	\$ 248.06 259 /hr.
Special Hours:	
Saturday	\$ 248.06 259 /hr.
Sunday and Holidays	\$ 278.93 293 /hr.

Cable Splicer or Lineman	
Regular Hours: Monday to Friday (7:00 AM to 5:00 PM Pacific Standard Time)	\$ 160.97 168/hr.
Premium Hours: Monday to Friday (5:00 PM to 7:00 AM Pacific Standard Time)	\$ 222.71 234/hr.
Special Hours:	
Saturday	\$ 222.71 234/hr.
Sunday and Holidays	\$ 254.68 268/hr.

Senior Test Tech, Test Tech or Electrical Engineer	
Regular Hours: Monday to Friday (7:00 AM to 5:00 PM Pacific Standard Time)	\$ 300.98 317 /hr.
Premium Hours: Monday to Friday (5:00 PM to 7:00 AM Pacific Standard Time)	\$ 452.03 475/hr.
Special Hours:	
Saturday	\$ 496.13 521/hr.
Sunday and Holidays	\$ 541.33 569/hr.

Ground-man, Cable Splicer Helper or Warehouseman	
Regular Hours: Monday to Friday (7:00 AM to 5:00 PM Pacific Standard Time)	\$ 133.40 141/hr.
Premium Hours: Monday to Friday (5:00 PM to 7:00 AM Pacific Standard Time)	\$ 196.25 206/hr.
Special Hours:	
Saturday	\$ 196.25 206/hr.
Sunday and Holidays	\$ 218.30 229/hr.

MATERIALS CHARGE

Contractor cost plus markup

17 %

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 hour's 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.

Specialized Equipment Rental

Temporary replacement equipment rental and project specific equipment rental shall be reimbursed at invoice cost for specialized equipment required to perform service. Contractor is to provide original supplier invoice copy for all items. County reserves the right to reject rental costs not submitted with original purchase invoice. Any equipment used for each location shall be listed on the corresponding invoice.

Specialized Equipment Rental cost plus markup 17%

Contract shall not exceed ~~\$300,000~~ 600,000 for the term 5/15/23 – 5/14/24

Contract shall not exceed \$600,000 for the term 5/15/24 – 5/14/25

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-20011205.

*Contractor: Baker Electric & Renewables LLC dba Baker Electric

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Baker Electric & Renewables LLC dba Baker Electric

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution 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: _____

PrintName: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: _____
Deputy