

LOMPOC VETERANS MEMORIAL BUILDING (LVMB) ELECTRICAL UPGRADES  
AUTHORIZED CONTRACT AMENDMENT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT )  
WITH NATIVE ELECTRICAL CONSTRUCTION, INC. ) AMENDMENT NO. 4  
FOR THE LVMB ELECTRICAL UPGRADES )  
100 E. LOCUST AVE., LOMPOC, CA )

WHEREAS, the County of Santa Barbara (COUNTY) and NATIVE ELECTRICAL CONSTRUCTION, INC. (CONTRACTOR), P.O. Box 3010, Ramona, California, 92065, entered into a contract dated June 7, 2011, for the amount of ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$196,135.00) for the Lompoc Veterans Memorial Building Electrical Upgrades, Project Number 8693, 100 E. Locust Avenue, Lompoc, California; and

WHEREAS, the General Conditions permit alterations in the cumulative amount not to exceed that stipulated in 20142 of the California Public Contract Code, or \$19,613.00 for this contract, provided they are specified in writing, and are agreed upon by the CONTRACTOR and the Director of the General Services Department or his Designee; and

WHEREAS, it has been deemed necessary by the COUNTY'S Director of General Services Designee, Grady Williams, P.E., Manager of Capital Projects Division, to alter the cumulative amount through Change Orders (Exhibit A) totaling FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$5,457.36) and a three (3) day time extension to the Contract period which were specified in writing and previously executed by the COUNTY and the CONTRACTOR, and herein referred to as Amendment No. 4.; and

NOW, THEREFORE, the Agreement is amended to increase the contract amount by FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$5,457.36), for a new contract amount as follows:

Section 1:

Paragraph 5 of said Contract is hereby amended to read as follows:

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS (\$196,135.00), plus Amendment No. 1 for THIRTEEN THOUSAND FOUR HUNDRED SEVEN DOLLARS AND NINETY-THREE CENTS (\$13,407.93), plus Amendment No. 2 for SEVENTEEN THOUSAND DOLLARS (\$17,000.00), plus Amendment No. 3 for SEVENTY-NINE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$79,677.71), plus Amendment No. 4 for FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND THIRTY-SIX CENTS (\$5,457.36) for a total Contract amount of THREE HUNDRED ELEVEN THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$311,678.00), to be paid as provided in the Contract Documents dated June 7, 2011. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit the Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

Section 2:

Paragraph 2 of the Contract is hereby amended by the addition of the following language:

2. WORK

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A," incorporated by this reference and attached hereto.

Section 3:

This Contract Amendment, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the County of Santa Barbara and Native Electrical Construction, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Summary of Contract Compensation and Time Alterations:

Original Contract amount	\$ 196,135.00
Amendment No. 1 (Change Orders 1-7) previously executed	\$ 13,407.93
Amendment No. 2 (Change Order No. 8) previously executed	\$ 17,000.00
Amendment No. 3 (Change Order No. 11) previously executed	\$ 79,677.71
<b>Amendment No. 4 (Change Orders 9-10, previously executed)</b>	<b><u>\$ 5,457.36</u></b>
Total Revised Contract amount	<b>\$ 311,678.00</b>
Original Contract Completion Date	September 26, 2011
Amended Contract Completion Date	December 9, 2011
Total number of calendar days, Amendment No. 4	Three (3)
Revised Contract Completion Date	December 12, 2011

**IN WITNESS HEREOF**, the parties have executed this Agreement to be effective on the date executed by County.

**COUNTY**

By: DRAFT – DO NOT SIGN

DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS

Dated: \_\_\_\_\_

**ATTEST:**  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

**CONTRACTOR**  
NATIVE ELECTRICAL CONSTRUCTION, INC.

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

By: \_\_\_\_\_  
Will Hobbs, President

**APPROVED AS TO FORM:**  
DENNIS A. MARSHALL,  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

LOMPOC VETERANS MEMORIAL BUILDING ELECTRICAL UPGRADES  
PROJECT NO. 8693  
AMENDMENT NO. 4

EXHIBIT A

**Change Orders Previously Executed:**

change order	9	Install missing ground wires in all raceways where lead wiring was replaced per Change Orders #8 (Amendment #2) and #10, and material credit per Request for Information #8 to install one occupancy sensor in the Banquet Room restroom hallway and one occupancy sensor in the lobby for the step lights, in-lieu-of two for the lobby step lights as originally directed and charged in CO #7.	\$	2,006.36
change order	10	Additional costs in response to RFI #2 and FD #5 to replace 203lf of damaged lead wire at Panels AP1 (switch 7) and DP (switches 14-17), and at chandelier in Vestibule 105; If cost of wire replacement is \$17/lf per bid documents.	\$	3,451.00
TOTAL:				\$ 5,457.36