

**NAPA COUNTY AGREEMENT NO. 160078B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 160078B is made and entered into as of this _____ day of _____, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and PETERSON POWER SYSTEMS, INC., a "California corporation," whose business address is 3710 Regional Parkway, Santa Rosa CA, 95403, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, by Napa County Agreement No. 160078B-16 entered into as of April 19, 2016 (hereafter referred to as "Agreement"), CONTRACTOR agreed to provide preventative maintenance and inspection for the generators located in COUNTY owned or operated buildings; and

WHEREAS, on August 27, 2019, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to increase the annual contract maximum by \$50,000, for a maximum of \$125,000, to cover a new generator located in the re-entry facility at 2200 Napa-Vallejo Highway, additional emergency and non-routine services, parts, repairs and equipment rentals throughout County properties; and

WHEREAS, the term of the Agreement and all extensions expires on June 30, 2021; and

WHEREAS, due to the COVID-19 pandemic restrictions within Napa County, it is not feasible to complete in-person site visits necessary to carry out a Request for Proposals process; and

WHEREAS, COUNTY wishes to extend the term due to the aforementioned difficulties; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term for an additional two years through June 30, 2023, to increase the annual contract maximum by \$3,265 for a new maximum of \$128,265, increasing the scope of work to include regular service of two new towable generators located in the Corporate Yard at 7292 Silverado Trail and Roads Department at 4300 Spanish Flat Loop Road, and an increase in rates for routine, emergency and non-routine services-throughout County properties.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit "A", "A-1", "B" and "B-1" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-2" and "B-2", and all references in the Agreement to Exhibit "A", "A-1", "B" and "B-1" shall mean Exhibit "A-2" and "B-2", respectively.

2. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on April 19, 2016, and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

3. Paragraph 2 is hereby amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-2", attached hereto.

4. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED AND SIXTY-FIVE DOLLARS (\$128,265) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

5. This Amendment No. 2 shall be effective as of July 1, 2021.

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6. Except as provided in 1, 2, 3, 4 and 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

PETERSON POWER SYSTEMS, INC.

By 
JOHN KRUMMEN, President

By 
ERIN SORGEL, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>April 12, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____
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EXHIBIT "A-2"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with **Semi-Annual** inspections and **Annual** service and load tests for the following generator equipment located at the sites designated. The services shall be performed on normal work days, defined as non-holiday Mondays through Fridays, 7:00 a.m. through 4:00 p.m. This will include testing of all controls for proper operation, system testing, written reporting, disposal of all fluids, and all prescribed maintenance in accordance with industry standards. The CONTRACTOR must comply with all local and State laws rules and regulations specifically including those related to generator maintenance.

Qty.	Location	Mfg.	Model/Serial Number
1	7292 Silverado Trail (Corp Yard)	Generac	Model #RDO5034KDAE Serial #9739422
1	7292 Silverado Trail (Corp Yard)	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (Unit #1)
1	4300 Spanish Flat Loop Rd (Roads Department)	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (Unit #2)
1	1125 3rd St (Hall of Justice)	Waukeshaw	Model #F1197GU Serial #289564
1	1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144
1	1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470
1	2261 Elm St (HHS Bldg K)	Detroit	Model #6063TK35 Serial #06R0630319
1	212 Walnut St (Juvenile Hall)	Detroit	Model #6063TK35 Serial #06R0629188
1	2344 Old Sonoma Rd (HHS Bldg B)	Caterpillar	Model #3406 Serial #04ZR05426
1	650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001
1	2030 Airport Road (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923
1	1535 Airport Road (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975
1	2000 Airport Road (IATA)	Detroit	Model #600ROZD71 Serial #284585
1	Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477
1	4473 Atlas Peak Road (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615
1	7401 Solano Avenue (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425
1	1555 Airport Road (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203
1	942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8

			Serial #0N6D00557
1	1193 Capell Valley Road (Capell Valley Fire Station)	Generac, 27 kW	Model #RG02724 Serial #300513479
1	2751 Napa Valley Corporate Drive Building A	Caterpillar	Model #C7.1 Serial #0ETG00368
1	2721 Napa Valley Corporate Drive Building 4	SDMO	Model #JS170LC Serial #JS170LC4007164
N/A	2731 Napa Valley Corporate Drive Building 3	Elliott	Model #60QD Serial BX01J202
1	2747 Napa Valley Corporate Drive Building 1A	Elliott, 100 kW	Model #100QD Serial #BU01J955
1	1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468
1	5900 Dry Creek Road (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903
1	1345 Wooden Valley Cross Road (Gordon Valley Fire Station)	Generac	Model # RG02724ANA Serial #3000034502
1	2200 Napa-Vallejo Highway (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S

*Access to Mt. St. Helena and Atlas Peak may require 4-wheel drive during wet conditions.

Changes to Generator Equipment: It is understood by both CONTRACTOR and COUNTY that over the period of this Agreement, generator models and locations may change due to replacement or COUNTY facility requirements. Upon notification of the replacement or any new generators, CONTRACTOR shall provide COUNTY a cost schedule for maintenance that will be subject to approval by the COUNTY's Director of Public Works. Any increase in the cost of maintenance beyond the maximum compensation in this Agreement will require an amendment to the Agreement.

COUNTY has the right to remove from or add to the generators identified in this agreement, by providing CONTRACTOR thirty (30) days notice.

Semi Annual Maintenance and Inspection: Includes all items listed below and any other maintenance as required by the manufacturer, completed twice per year.

Cooling System

- Engine Coolant Levels
- Radiator core/heat exchangers
- Coolant lines, hoses, and hose clamps
- Replenish fluids as necessary

DC Electrical System

- Battery electrolyte level/specific gravity
- Battery compartment/heater operation
- Battery connections/cables/casing
- Shutdown mechanisms
- Electrical starter/alternator

- Electrical system accessories and components

AC Electrical System

- AC wiring
- Battery charger
- Control panel/switchgear
- AC generator voltage regulator
- Electrical system accessories and components
- Replenish fluids as necessary

Air Induction and Exhaust System

- Air filter
- Air Filter service indicator
- Air inlet system
- Turbocharger/blower
- Exhaust manifold/piping/connections

Lubrication System

- Engine oil level
- Crankcase pressure
- Crankcase breather
- Oil leaks (hose, connections)
- Engine governor oil level/leakage
- Fan drive bearings
- Generator bearings
- Engine starter oiler
- Gauges and safety mechanisms
- Accessory drives
- Replenish oil, lubricants, filters, and/or belts

Fuel System

- Fuel tank
- Fuel filters-primary/secondary
- Fuel system components/hoses/piping
- Gauges and safety mechanisms
- Condensation/water in fuel

Automatic Transfer Switch Inspection and Test

Annual Maintenance: Includes all items listed below and any other maintenance as required by the engine manufacturer, completed once per year.

- Load Bank Test
- Transfer Switch Maintenance
- Oil and Oil Filter Change
- Fuel Filter Change

- Diesel fuel samples to be taken. Fuel to be tested for bacterial contamination and cetane level. If fuel is contaminated or if cetane level is lower than minimum specifications, contractor will make recommendations for treatment, filtering, or replacement.

Hours and Frequency of Service: All routine work will be performed between the hours of 7:00am and 4:00pm Monday through Friday, excluding COUNTY holidays. Should any generator equipment malfunction occur between routine examinations, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized examinations, repairs or call back services are required, outside regular routine hours (7:00am and 4:00pm Monday through Friday, excluding COUNTY holidays) the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rate as shown in Exhibit B.

Non Routine and Emergency Services: CONTRACTOR shall provide the COUNTY with authorized non-routine maintenance, authorized repair services and authorized emergency service for all generators as requested by the County's Director of Public Works or designee at the hourly rates and call out timing provided in Exhibit B, plus parts. CONTRACTOR must have ability to provide portable stand-by power if required/requested by the COUNTY.

Minimum Certifications and Licensing: A California C10-Electrical Contractor License is required.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-2"

Emergency and Non-Routine Response Level

CONTRACTOR will respond to COUNTY authorized non-routine maintenance, repair services and emergency service/repairs as listed:

Qty	Location	Mfg	Model/Serial Number	Emergency and Non-Routine Response Level		
				Level 1	Level 2	Level 3
1	7292 Silverado Trail (Corp Yard)	Generac	Model #RD05034KDAE Serial #9739422			X
1	7292 Silverado Trail (Corp Yard)	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (Unit #1)		X	
1	4300 Spanish Flat Loop Rd (Roads Department)	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (Unit #2)		X	
1	1125 3rd St (Hall of Justice)	Waukeshaw	Model #F1197GU Serial #289564	X		
1	1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144	X		
1	1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470	X		
1	2261 Elm St (HHS Bldg K)	Detroit	Model #6063TK35 Serial #06R0630319			X
1	212 Walnut St (Juvenile Hall)	Detroit	Model #6063TK35 Serial #06R0629188	X		
1	2344 Old Sonoma Rd (HHS Bldg B)	Caterpillar	Model #3406 Serial #04ZR05426			X
1	650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001	X		
1	2030 Airport Road (Napa County Airport)	Cummins	Model #QSM11-G1 Serial #35073923	X		
1	1535 Airport Road (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975	X		
1	2000 Airport Road (IATA)	Detroit	Model #600ROZD71 Serial #284585			X
1	Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477	X		
1	4473 Atlas Peak Road (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615	X		
1	7401 Solano Avenue (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425		X	
1	1555 Airport Road (Greenwood Ranch Fire Station)	Cummins	Model #QSB4.5G3 Serial #73188203		X	
1	942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557		X	
1	1193 Capell Valley Road (Capell Valley Fire Station)	Generac, 27kW	Model #RG02724 Serial #300513479			X

1	2751 Napa Valley Corporate Drive Building A	Caterpillar	Model # C7.1 Serial #0ETG00368		X	
1	2721 Napa Valley Corporate Drive Building 4	SDMO	Model #JS170LC Serial #JS170LC04007164		X	
N/A	2731 Napa Valley Corporate Drive Building 3	Elliott	Model #60QD Serial #BX01J202		N/A	
1	2747 Napa Valley Corporate Drive Building 1A	Elliott 100kw	Model #100QD Serial #BU01J955		X	
1	1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468		X	
1	5900 Dry Creek Road (Dry Creek Fire Station)	Generac	Model #0065512 Serial #998093		X	
1	1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model # RG02724ANA Serial #3000034502		X	
1	2200 Napa-Vallejo Highway (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S	X		

COMPENSATION Effective July 1, 2021 to June 30, 2023:

Qty	Location	Mfg	Model/Serial Number	Semi Annual Routine Maintenance Cost (EA)	Annual Maintenance Cost (EA)	Total Annual Cost
1	7292 Silverado Trail (Corp Yard)	Generac	Model #RD03034KDAE Serial #9739422	\$381.00	\$1,732.30	\$2,113.30
1	7292 Silverado Trail (Corp Yard)	Generac	Model #MMG55DF4, 55KW Serial #3006135009 (Unit #1)	\$381.00	\$1,830.00	\$2,211.00
1	4300 Spanish Flat Loop Rd (Roads Department)	Generac	Model #MMG55DF4, 55KW Serial #3006135010 (Unit #2)	\$381.00	\$1,830.00	\$2,211.00
1	1125 3rd St (Hall of Justice)	Waukeshaw	Model #F1197GU Serial #289564	\$381.00	\$1,732.30	\$2,113.30
1	1125 3rd St (Napa Co. Jail - Corrections)	Cummins	Model #NTA855-G2 Serial #30309144	\$381.00	\$2,600.00	\$2,981.00
1	1195 3rd St (Administration Bldg)	Detroit	Model #8063-7416 Serial #06VF210470	\$381.00	\$2,600.00	\$2,981.00
1	2261 Elm St (HHS Bldg K)	Detroit	Model #6063TK35 Serial #630319	\$381.00	\$2,600.00	\$2,981.00
1	212 Walnut St (Juvenile Hall)	Detroit	Model #6063TK35 Serial #06R0629188	\$381.00	\$2,600.00	\$2,981.00
1	2344 Old Sonoma Rd (HHS Bldg B)	Caterpillar	Model #3406 Serial #4ZR05426	\$381.00	\$2,600.00	\$2,981.00
1	650 Imperial Way (ITS)	Olympian	Model #D200P4 Serial #E7036D/001	\$381.00	\$2,600.00	\$2,981.00
1	2030 Airport Road (will	Cummins	Model #QSM11-G1	\$381.00	\$2,600.00	\$2,981.00

	relocate) (Napa County Airport)		Serial #35073923			
1	1535 Airport Road (Napa County Sheriff's Office)	Cummins	Model #QSM11G2 Serial #35082975	\$381.00	\$2,600.00	\$2,981.00
1	2000 Airport Road (IATA)	Detroit	Model #600ROZD71 Serial #284585	\$381.00	\$2,600.00	\$2,981.00
1	Mt. St. Helena South Peak (Communication Site)*	Caterpillar	Model #D25-8S Serial #0GBE00477	\$381.00	\$1,732.30	\$2,113.30
1	4473 Atlas Peak Road (Communication Site)*	John Deere	Model #4024TF281 Serial #PE4024R053615	\$381.00	\$1,732.30	\$2,113.30
1	7401 Solano Avenue (Yountville Fire Station)	Kubota	Model #K2AF28-N Serial #801425	\$381.00	\$1,732.30	\$2,113.30
1	1555 Airport Road (Greenwood Ranch Fire Stn)	Cummins	Model #QSB4.5G3 Serial #73188203	\$381.00	\$1,732.30	\$2,113.30
1	942 Hartle Court (Animal Shelter)	Caterpillar	Model #D150-8 Serial #0N6D00557	\$381.00	\$1,732.30	\$2,113.30
1	1193 Capell Valley Road (Capell Valley Fire Station)	Generac. 27kW	Model #RG02724 Serial #300513479	\$381.00	\$1,732.30	\$2,113.30
1	2751 Napa Valley Corporate Drive Building A	Caterpillar	Model #C7.1 Serial #0ETG00368	\$381.00	\$1,732.30	\$2,113.30
1	2721 Napa Valley Corporate Drive Building 4	SDMO	Model #JS170LC Serial #JS170LC4007164	\$381.00	\$1,732.30	\$2,113.30
N/A	2731 Napa Valley Corporate Drive Building 3	Elliott	Model #60QD Serial #BX01J202	N/A	No longer being maintained	N/A
1	2747 Napa Valley Corporate Drive Building 1A	Elliott, 100kW	Model #100QD Serial #BU01J955	\$381.00	\$1,732.30	\$2,113.30
1	1598 Milton Road (Carneros Fire Station)	Generac	Model #0065512 Serial #9748468	\$381.00	\$1,732.30	\$2,113.30
1	5900 Dry Creek Road (Dry Creek Fire Station)	Generac	Model #0065512 Serial #9980903	\$381.00	\$1,732.30	\$2,113.30
1	1345 Wooden Valley Cross Rd (Gordon Valley Fire Station)	Generac	Model # RG02724ANA Serial #3000034502	\$381.00	\$1,732.30	\$2,113.30
1	2200 Napa-Vallejo Highway (Re-entry Facility)	Kohler	Model #125REOZIG Serial #SGM32LN4S	\$381.00	\$1,732.30	\$2,113.30

\$9,906.00 \$53,044.50

Total Cost of Routine Services: \$62,950.50

Emergency and Non-Routine Rates effective July 1, 2021 to June 30, 2023:

Emergency and Non-Routine Response Level Rates**		Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Level 1	Requires onsite response within two (2) hours or less	\$157.50	\$236.25	\$315.00
Level 2	Requires onsite response within four (4) hours or less	\$157.50	\$236.25	\$315.00
Level 3	Requires onsite response at 0700 hours the next normal working day	\$157.50	\$236.25	\$315.00

***See response level in table above.*

1. Regular Hours: Monday to Friday (excluding COUNTY holidays) 7:00am to 4:00pm.
2. Overtime Hours: Monday to Friday outside Regular Hours (as listed at point 1) and Saturday. Overtime hours after 8 hours up to 12 hours in a work day.
3. Double Time Hours: After 12 hours in a work day, on Sundays and COUNTY holidays.

Payment of California Prevailing Wage is required.

MAXIMUM ANNUAL PAYMENTS UNDER THIS AGREEMENT

The annual maximum payment allowed under this contract to the CONTRACTOR is ONE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED AND SIXTY-FIVE DOLLARS (\$128,265). This compensation includes annual routine maintenance charges, authorized emergency and non-routine services, repairs and parts.