

**NAPA COUNTY AGREEMENT NO. 210302B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 210302B is made and entered into as of this ____ day of _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Peterson Mechanical, Incorporated, a California corporation, whose mailing and business address is 21819 8th Street East, Sonoma, CA 95476, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, by Napa County Agreement No. 210302B entered into as of March 16, 2021 (hereafter referred to as "Agreement"), CONTRACTOR agreed to provide preventative maintenance, repairs and inspection services for the heating, ventilation and air conditioning systems throughout COUNTY owned or operated buildings; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to add the Napa County Library-Napa Branch as an additional facility; and to increase maximum compensation to accommodate the need for additional routine and non-routine services

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to update the scope of work, to remove 2030 Airport Road as a service location, add 2000 Airport Road as a service location, and to increase maximum compensation to accommodate the need for additional routine services due to the building relocation of Airport administration.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Exhibits "A-1" and "B-1" of the Agreement are rescinded and replaced in full by those documents entitled Exhibit "A-2" and "B-2", respectively, incorporated herein, and all references in the Agreement to Exhibit "A" and "A-1" and Exhibit "B" and "B-1" shall mean Exhibit "A-2" and Exhibit "B-2", respectively.
2. Paragraph 2, "**Scope of Services**" 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, in addition to the RFP and CONTRACTOR'S proposal, incorporated by reference herein.
3. Paragraph 3, "**Compensation**" 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 as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered:

Fiscal Year	Routine Maintenance	Non-Routine Maintenance	Annual Total
FY21/22	\$120,507	\$125,000	\$245,507
FY22/23	\$127,112	\$325,000	\$452,112
FY23/24	\$128,171	\$135,000	\$263,171
FY24/25	\$136,100	\$145,000	\$281,100
FY25/26	\$136,100	\$145,000	\$281,100

3. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.


4. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

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

[Remainder of page left blank intentionally; signature page follows.]

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

PETERSON MECHANICAL, INC.

By: 
ZACH BRANDNER, President

By: 
SCOTT PETERSON, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>November 7, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-2"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services as applicable to each system at each location.

	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing
County Administration Building – 1195 Third Street, Napa, CA 94559		✓		✓	✓	✓	
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		✓			✓		
Hall of Justice – 1125 Third Street, Napa, CA 94559	✓		✓	✓	✓	✓	✓
1127 First Street, Napa, CA 94559	✓		✓		✓		
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			✓		✓		
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		✓			✓	✓	
Sheriff Office – 1535 Airport Road, Napa, CA 94558		✓	✓		✓		
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		✓			✓		
Napa County Library – 580 Coombs St., Napa CA 94559		✓			✓		
Airport – 2000 Airport Road, Napa, CA 94558		✓	✓		✓		

I. DESCRIPTION OF SERVICES

Annual Service - (1) time annually:

- Replace Belts.

Annual Full Service - (1) time annually:

- Replace Belts
- Rodding of Barrels
- Breakdown and Service of three (3) RayPac Boilers and (2) Locinvar Boilers

Semi-Annual - Closed loop Systems (2) times annually, (6) months apart

- Conduct a nitrate test on recirculating water from closed loop systems. Maintain 800-1,000 PPM of sodium nitrate in each closed loop system.
- Add treatment to system as necessary, utilizing a bypass feeder

Quarterly Tune-up - (4) times annually:

- Replace Filters
- Inspect and Lubricate all motors, bearings, and dampers.
- Adjust or replace belts and drives.
- Check thermocouple.
- Check electronic igniter.
- Check safety controls.
- Inspect and clean heat exchanger.
- Adjust and clean pilot and burners.
- Inspect combustion air vents and flue pipe.
- Clean condensate pan and drain.
- Clean evaporator coil as needed.
- Clean condenser coil as required.
- Measure and verify back-up heat source.
- Check and adjust refrigerant pressure.
- Check and adjust Refrigerant oil levels.
- Measure and verify site glasses.
- Measure and verify oil levels.
- Check crankcase heater.
- Check, and adjust electrical supply, connections, and start components.
- Measure temperature split.
- Measure amperage draws.
- Measure voltage readings.
- Measure and verify condenser loop strainer.
- Measure and verify all operating controls.
- Check reversing valve.
- Check heat strips.
- Check defrost cycle and controls.
- Calibrate and program thermostat.
- Measure and verify operating temperatures.
- Measure and verify moisture indicators.
- Measure and verify cap tubes/piping for chafing.
- Inspect systems for leaks.

- Measure and verify humidifier controls, strainer, level controls, hand valves, drain/pan, heating elements, and clean float assembly.
- Measure and verify outside air intakes.
- Inspect expansion valve bulb clamp.
- Inspect Cabinetry/hardware conditions, and tighten nuts/bolts as necessary.
- Measure and verify the structural integrity of unit.
- Measure and verify blade pitch operation.
- Inspect/Lube blade links.
- Measure and verify rotary union.
- Check equipment for rust, and wear.

Quarterly Chiller Maintenance - (4) times annually:

- Start unit, and record running hours.
- Remove oil samples for analysis and send to lab.
- Inspect, adjust and record oil levels on all components, verify for leaks.
- Measure and verify seal leak rate cc/r.
- Measure and verify oil heater operation.
- Replace oil filter “o” rings.
- Measure and verify motor cooling refrigerant filters.
- Measure and verify refrigerant contamination.
- Record condenser pressure
- Record evaporator pressure
- Lubricate vane seal oiler.
- Megger test motor and oil pump.
- Inspect starter and contact surfaces.
- Measure and verify coupling and alignment.
- Clean unloader pot
- Measure and verify structural integrity of units.
- Review and discuss logs with County staff.

Bi-Monthly Preventive Maintenance - (6) times annually:

- Check and calibrate all pneumatic controls
- Check air dryer, air compressor, water pumps, air handlers, and reheat coils.

Monthly Cooling Tower Water Testing - (12) times annually:

- Visually inspect the equipment for defects and possible repairs needed.
- Test cooling tower water for total dissolved solids (TDS).
- Check operation of conductivity sensor.
- Clean conductivity sensor.
- Clean flow switch sensor.
- Check operation of the chemical feed pump.
- Check operation of the solenoid valve.
- Conduct a phosphonate test on the cooling tower water, and maintain 90-150 PPM of phosphonate in the cooling tower system.
- Perform a bacterial paddle test on the cooling tower water.
- Ensure proper amount of chemical on site, and refill chemical containers and equipment as needed.

On Call Repair and Additional Cleaning

On-call repair and cleaning may be needed at time of inspection/maintenance or at other times as needed to bring systems to basic operational condition. Contractor shall provide the County with on-call repairs and additional cleaning as requested by the County's Director of Public Works or designee at the hourly rates provided in Attachment B, plus parts. If any on-call related repair work exceeds \$25,000 in value, bonds shall be required. No repair project over \$55,000 may be authorized under this agreement. Repair work will not commence until authorized by the County's Director of Public Works or designee. Call Back Services for non-routine repair shall be provided within four (4) hours of request and Emergency Call Back in two (2) hours.

Reports and Deliverables

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

Hours and Frequency of Service: All routine work will be performed between the hours of 7:00am and 4:00pm Monday through Friday, excluding holidays. If any HVAC 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 overtime examinations, repairs or call back services are required, as authorized by the County, the Contractor will absorb the worked hours at regular time rates and will be reimbursed by the County for overtime bonus hours only at contracted billing rates.

Minimum Certifications and Licensing:

A California C20-HVAC Contractor License and EPA 608 Certification are required.

Registration with the California Department of Industrial Relations (DIR) 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"

COMPENSATION AND EXPENSE REIMBURSEMENT

Routine maintenance services shall be at the rates below:

Year 1 (FY 21/22)

	(1) Annual Maintenance - Full	(1) Annual - Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) BI-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		\$225		\$600	\$1,632	\$1,100		\$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		\$225			\$1,297			\$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	\$5,850		\$225	\$600	\$690	\$150	\$150	\$14,160
1127 First Street, Napa, CA 94559	\$435		\$225		\$1,464			\$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			\$225		\$5,999			\$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		\$225			\$4,745	\$750		\$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		\$225	\$225		\$2,353			\$10,087
Airport – 2030 Airport Road, Napa, CA 94558		\$225			\$919			\$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		\$225			\$4,019			\$16,301
Total Per Service Annualized	\$6,285	\$1,350	\$1,800	\$4,800	\$92,472	\$12,000	\$1,800	\$120,507

Year 2 (FY 22/23)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		\$225		\$600	\$1,632	\$1,100		\$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		\$225			\$1,297			\$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	\$5,850		\$225	\$600	\$690	\$150	\$150	\$14,160
1127 First Street, Napa, CA 94559	\$435		\$225		\$1,464			\$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			\$225		\$5,999			\$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		\$225			\$4,745	\$750		\$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		\$225	\$225		\$2,353			\$10,087
Airport – 2030 Airport Road, Napa, CA 94558		\$225			\$919			\$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		\$225			\$4,019			\$16,301
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		\$725			\$1,470			\$6,605
Total Per Service Annualized	\$6,285	\$2,075	\$1,800	\$4,800	\$98,352	\$12,000	\$1,800	\$127,112

Year 3 (FY 23/24)

	(1) Annual Maintenance - Full	(1) Annual - Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building - 1195 Third Street, Napa, CA 94559		\$225		\$600	\$1,632	\$1,100		
ITS/HHSA - 650 Imperial Way, Napa, CA 94559		\$225			\$1,297			\$15,753
Hall of Justice - 1125 Third Street, Napa, CA 94559	\$5,850		\$225	\$600	\$690	\$150	\$150	\$5,413
1127 First Street, Napa, CA 94559	\$435		\$225		\$1,464			\$14,160
								\$6,741
South Campus Building B - 2751 Napa Valley Corporate Drive, Napa, CA 94558			\$225		\$5,999			
								\$24,446
South Campus, Building A - 2751 Napa Valley Corporate Drive, Napa, CA 94558		\$225			\$4,745	\$750		
								\$23,705
Sheriff Office - 1535 Airport Road, Napa, CA 94558		\$225	\$225		\$2,353			\$10,087
Re-Entry Facility - 2200 Napa Vallejo Hwy., Napa CA 94558		\$225			\$4,019			
								\$16,301
Napa County Library Napa Branch - 580 Coombs Street, Napa, CA 94559		\$725			\$1,470			
								\$6,605
Airport - 2000 Airport Road, Napa, CA 94558		\$280	\$420		\$960			
								\$4,960
Total Per Service Annualized	\$6,285	\$2,130	\$2,640	\$4,800	\$98,516	\$12,000	\$1,800	\$128,171

Year 4 and 5 (FY 24/25 and FY 25/26)

	(1) Annual Maintenance - Full	(1) Annual - Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		\$250		\$660	\$1,650	\$1,210		\$16,750
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		\$250			\$1,387			\$5,798
Hall of Justice – 1125 Third Street, Napa, CA 94559	\$6,435		\$250	\$660	\$764	\$165	\$165	\$15,601
1127 First Street, Napa, CA 94559	\$478		\$250		\$1,531			\$7,102
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			\$250		\$6,175			\$25,200
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		\$250			\$4,900	\$825		\$24,800
Sheriff Office – 1535 Airport Road, Napa, CA 94558		\$250	\$250		\$2,462			\$10,598
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		\$250			\$4,437			\$17,998
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		\$825			\$1,617			\$7,293
Airport – 2000 Airport Road, Napa, CA 94558		\$280	\$420		\$960			\$4,960
Total Per Service Annualized	\$6,913	\$2,355	\$2,840	\$5,280	\$103,532	\$13,200	\$1,980	\$136,100

Authorized on-call repair, cleaning and maintenance services shall be at the rates below:

Classification/Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Service Technicians	\$190	\$285	\$380
Service Building Trades Journeymen	\$190	\$285	\$380
Plumbers	\$190	\$285	\$380

Regular Hours: Monday through Friday (excluding COUNTY holidays) 7:00am to 4:00pm.

Overtime Hours: Monday to Friday outside Regular Hours and Saturday. Overtime hours accrue after 8 hours per day or 40 hours per week.

Double Time Hours: After 10 hours in a work day, 44 hours a week, on Sundays and COUNTY holidays.

Payment of California Prevailing Wage is required.