

**NAPA COUNTY AGREEMENT NO. 170216B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 170216B 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 **JOHNSON CONTROL FIRE PROTECTION**, a Limited Partnership, whose business address is 4700 Exchange Ct, Suite 300, Boca Raton, FL 33431 hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and Tyco Fire & Security Management, Inc. doing business as SimplexGrinnell ("Tyco") entered into Agreement No. 170216B as of August 9, 2016 and (hereafter referred to as "Agreement"), whereby SimplexGrinnell agreed to provide preventative maintenance and inspection for the fire sprinklers located in COUNTY owned or operated buildings as authorized by Government Code section 31000; and

WHEREAS, in September 2016, Tyco merged with Johnson Controls to become Johnson Control Fire Protection; and

WHEREAS, on October 20, 2020, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work, to add additional facilities including the Napa County Airport and the Re-entry Facility, and to increase maximum compensation to accommodate the revised scope and the need for additional non-routine services, including 5-year inspections and needed fire system repairs; 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 wish to amend the agreement to extend the term for an additional two years through June 30, 2023, to update the scope of work, and to increase maximum compensation to accommodate the need for additional non-routine services, including 5-year inspections and needed fire system repairs and an increase in rates for routine and non-routine services for the fire sprinklers located in County owned or operated buildings.

TERMS

NOW, THEREFORE, the Agreement is amended 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 Exhibit "A", "A-1", "B" and "B-1" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-2" and "B-2", and all references in the Agreement to Exhibit "A", "A-1", "B" and "B-1" shall mean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 August 9, 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 FIFTY SEVEN THOUSAND NINE HUNDRED AND NINETY THREE DOLLARS (\$57,993) for routine professional services per fiscal year and NINETY THOUSAND DOLLARS (\$90,000) for authorized non-routine testing, including 5 year inspections, maintenance, repair and emergency services per fiscal year as requested by the County's Director of Public Works or designee; 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 the date first above written.

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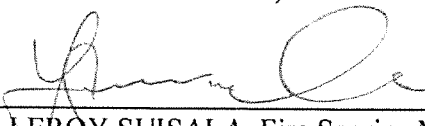
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6. Except as provided in 1, 2, 3, 4 and 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

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

JOHNSON CONTROLS FIRE PROTECTION, LP

By _____
RYAN TOLENTINO, Area Service Manager

By  _____
LEROY SUISALA, Fire Service Manager

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair Board of Supervisors

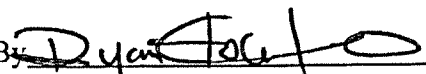
"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>April 14, 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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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.

JOHNSON CONTROLS FIRE PROTECTION, LP

By 
RYAN TOLENTINO, Area Service Manager

By _____
LEROY SUISALA, Fire Service Manager

"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 14, 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 three quarterly and one annual (doubles as the fourth quarterly for all equipment) inspection and testing at the following locations. Inspection and testing shall conform to the standards established by the National Fire Protection Association (NFPA 25). Unless otherwise indicated, all locations are in Napa, California.

Building	Address	Equipment
Administration	1195 Third Street	1 Sprinkler – Wet Riser
Carithers	1127 First Street	1 Sprinkler – Wet Riser
ITS	650 Imperial Way	1 Sprinkler – Wet Riser
Hall of Justice (Old Jail)	1125 Third Street	1 Sprinkler – Wet Riser, 1 Fire Hose
New Jail - Corrections	1125 Third Street	1 Riser, 1 Fire Pump*
Juvenile Justice Center	212 Walnut Street	1 Sprinkler – Wet Riser
Animal Shelter	942 Hartle Court	1 Sprinkler – Wet Riser
Homeless Shelter	100 Hartle Court	1 Sprinkler – Wet Riser
Sheriff Office	1535 Airport Blvd	1 Sprinkler – Wet Riser
5 th Street Parking Garage	1100 Fifth Street	1 Sprinkler – Wet Riser
Equipment Pool - Fleet	3075 California Blvd	2 Sprinkler – Wet Risers
Bella Drive	1046 Bella Drive	1 Residential Sprinkler - Wet Riser
Center Pointe (former McAllister)	Napa State Hospital Bldgs M1/M2	1 Sprinkler – Wet Riser
South Campus Bldg B (former Bldg. 1)	2751 Napa Valley Corporate Dr	2 Sprinkler – Wet Risers
South Campus Bldg A (former Bldg. 2)	2741 Napa Valley Corporate Dr	2 Sprinkler – Wet Risers, 1 Sprinkler – Pre Action, 1 Sprinkler – Dry Riser
South Campus Bldg 4	2721 Napa Valley Corporate Dr	1 Sprinkler – Wet Riser, 1 Sprinkler – Pre Action, 1 Sprinkler – Dry Riser
First Street	1917 First Street	1 Residential Sprinkler – Wet Riser
Yountville Fire Station	7401 Solano Ave, Yountville	1 Sprinkler – Wet Riser
Airport	2000 Airport Road	4 Sprinkler Wet Risers, 1 Sprinkler – Dry Riser
Re-Entry	2200 Napa-Vallejo Highway	5 Sprinkler – Wet Risers

* Requires monthly rather than quarterly inspection

CONTRACTOR shall provide COUNTY with one **annual** inspection and testing at the following locations. Inspection and testing shall conform to the standards established by the National Fire Protection Association (NFPA 25). All locations are in Napa, California.

Building	Address	Equipment
Sheriff Office	1535 Airport Blvd	5 Hydrants
South Campus – Entire Campus	2751 Napa Valley Corporate Dr	12 Hydrants
Re-Entry	2200 Napa-Vallejo Hwy	3 Hydrants
Airport	2000 Airport Rd	2 Hydrants
New Jail – Corrections	1125 Third Street	Fire Pump
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose

Written Reports: A written report, utilizing the forms established by the NFPA, shall be provided for each inspection and test at each location. Reports are due to the Napa County Maintenance Supervisor within five (5) working days of test/service.

Hours and Frequency of Service: All inspections and testing will be performed between the hours of 7:30am and 4:00pm Monday through Friday, excluding holidays.

Non Routine and Emergency Services:

CONTRACTOR shall provide the COUNTY with authorized non-routine testing, which includes 5-year inspections, maintenance, repair services and emergency services for all fire sprinkler systems as requested by the County's Director of Public Works or designee at the hourly rates and call out timing provided in Exhibit B.

Minimum Certifications and Licensing:

A California C16 Fire Protection Contractor's License is required. Registration with the California Department of Industrial Relations (DIR) is required and a valid DIR registration number must be maintained throughout the entirety of the contract.

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

CONTRACTOR shall provide **Monthly, Quarterly and Annual** inspection and testing of COUNTY fire sprinkler systems as outlined in Exhibit A-2 at the following rates from commencement of this Agreement through to June 30, 2023:

Building	Address	Equipment	Monthly	1 st Qtrly	2 nd Qtrly	3 rd Qtrly	4 th Qtrly/ Annual	Yearly Cost
Administration	1195 Third Street	1 Sprinkler – Wet Riser	-	\$354	\$354	\$354	\$628	\$1,690
Carithers	1127 First Street	1 Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560
ITS	650 Imperial Way	1 Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560
Hall of Justice (Old Jail)	1125 Third Street	1 Sprinkler – Wet Riser	-	\$353	\$353	\$353	\$626	\$1,685
New Jail - Corrections	1125 Third Street	1 Sprinkler – Wet Riser	-	\$415	\$415	\$415	\$1,525	\$2,770
New Jail - Corrections	1125 Third Street	1 Fire Pump	\$232.50	-	-	-	-	\$2,790
Juvenile Justice Center	212 Walnut Street	1 Sprinkler – Wet Riser	-	\$412	\$412	\$412	\$1,054	\$2,290
Animal Shelter	942 Hartle Court	1 Sprinkler – Wet Riser	-	\$329	\$329	\$329	\$583	\$1,570
South Napa Homeless Shelter	100 Hartle Court	1 Sprinkler – Wet Riser	-	\$329	\$329	\$329	\$583	\$1,570
Sheriff Office	1535 Airport Blvd	1 Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560
5 th Street Parking Garage	1100 Fifth Street	1 Sprinkler – Wet Riser	-	\$329	\$329	\$329	\$583	\$1,570
Equipment Pool - Fleet	3075 California Blvd	Wet Sprinkler Riser #1	-	\$327	\$327	\$327	\$579	\$1,560
Equipment Pool - Fleet	3075 California Blvd	Wet Sprinkler Riser #2	-	\$327	\$327	\$327	\$579	\$1,560
Bella Drive	1046 Bella Drive	1 Residential Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560
Center Pointe (former McAllister)	Napa State Hospital – 2100 Napa-Vallejo Hwy. Bldgs M1/M2	1 Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560

South Campus Bldg B (former Bldg. 1)	2751 Napa Valley Corporate Dr	Wet Sprinkler - Riser #1	-	\$228	\$228	\$228	\$406	\$1,090
South Campus Bldg B (former Bldg. 1)	2751 Napa Valley Corporate Dr	Wet Sprinkler - Riser #2	-	\$228	\$228	\$228	\$406	\$1,090
South Campus Bldg A (former Bldg. 2)	2741 Napa Valley Corporate Dr	Wet Sprinkler - Riser #1	-	\$256	\$256	\$256	\$452	\$1,220
South Campus Bldg A (former Bldg. 2)	2741 Napa Valley Corporate Dr	Wet Sprinkler - Riser #2	-	\$256	\$256	\$256	\$452	\$1,220
South Campus Bldg A (former Bldg. 2)	2741 Napa Valley Corporate Dr	Sprinkler – Pre Action	-	\$409	\$409	\$409	\$723	\$1,950
South Campus Bldg A (former Bldg. 2)	2741 Napa Valley Corporate Dr	Sprinkler – Dry Riser	-	\$332	\$332	\$332	\$589	\$1,585
South Campus Bldg 4	2721 Napa Valley Corporate Dr	1 Sprinkler – Wet Riser	-	\$256	\$256	\$256	\$452	\$1,220
South Campus Bldg 4	2721 Napa Valley Corporate Dr	Sprinkler – Pre Action	-	\$409	\$409	\$409	\$723	\$1,950
South Campus Bldg 4	2721 Napa Valley Corporate Dr	Sprinkler – Dry Riser	-	\$332	\$332	\$332	\$589	\$1,585
First Street	1917 First Street	1 Residential Sprinkler - Wet Riser	-	\$329	\$329	\$329	\$583	\$1,570
Yountville Fire Station	7401 Solano Ave, Yountville	1 Sprinkler – Wet Riser	-	\$327	\$327	\$327	\$579	\$1,560
Airport	2000 Airport Rd	Wet Sprinkler Riser #1	-	\$170.50	\$170.50	\$170.50	\$301	\$812.50
Airport	2000 Airport Rd	Wet Sprinkler Riser #2	-	\$170.50	\$170.50	\$170.50	\$301	\$812.50
Airport	2000 Airport Rd	Wet Sprinkler Riser #3	-	\$170.50	\$170.50	\$170.50	\$301	\$812.50
Airport	2000 Airport Rd	Wet Sprinkler Riser #4	-	\$170.50	\$170.50	\$170.50	\$301	\$812.50
Airport	2000 Airport Rd	Sprinkler – Dry Riser System	-	\$409	\$409	\$409	\$723	\$1,950
Re-Entry	2200 Napa-Vallejo Hwy	Sprinkler – Wet Riser #1	-	\$170.40	\$170.40	\$170.40	\$300.80	\$812

Re-Entry	2200 Napa-Vallejo Hwy	Sprinkler – Wet Riser #2	-	\$170.40	\$170.40	\$170.40	\$300.80	\$812
Re-Entry	2200 Napa-Vallejo Hwy	Sprinkler – Wet Riser #3	-	\$170.40	\$170.40	\$170.40	\$300.80	\$812
Re-Entry	2200 Napa-Vallejo Hwy	Sprinkler – Wet Riser #4	-	\$170.40	\$170.40	\$170.40	\$300.80	\$812
Re-Entry	2200 Napa-Vallejo Hwy	Sprinkler – Wet Riser #5	-	\$170.40	\$170.40	\$170.40	\$300.80	\$812
TOTAL								\$52,155

CONTRACTOR shall provide COUNTY with one annual inspection and testing as outlined in Exhibit A at the following rates from commencement of this Agreement through to June 30, 2023:

Building	Address	Equipment	Cost Per Hydrant	# of Hydrants	Annual/Yearly Cost
Sheriff Office	1535 Airport Blvd	5 Hydrants	\$127	5	\$635
South Campus – Entire Campus	2751 Napa Valley Corporate Dr	12 Hydrants	\$120	12	\$1,440
Re-Entry	2200 Napa-Vallejo Hwy.	3 Hydrants	\$136	3	\$408
Airport	2000 Airport Rd.	2 Hydrants	\$180	2	\$360
New Jail - Corrections	1125 Third Street	1 Fire Pump	NA	NA	\$1,200
Hall of Justice (Old Jail)	1125 Third Street	1 Fire Hose	NA	NA	\$1,795
TOTAL					\$5,838

Emergency and Non-Routine Rates:

<u>SERVICE TYPE / PRODUCT ITEM</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>	<u>DOUBLETIME</u>
Alarm & Detection Service Technician Conventional Hardwire System	\$212.00 per hour	\$318.00 per hour	\$424.00 per hour
Alarm & Detection Service Technician	\$212.00 per hour	\$318.00 per hour	\$424.00 per hour
Sprinkler Systems Service Inspections Technician	\$150.00 per hour	\$225.00 per hour	\$300.00 per hour
Suppression Equipment Service	\$150.00 per hour	\$225.00 per hour	\$300.00 per hour
Mobilization Truck Charge	\$148.00 per hour	\$223.00 per hour	\$296.00 per hour
Fuel Surcharge	\$89.00 Flat	\$89.00 Flat Fee	\$89.00 Flat Fee
	\$22.00 flat	\$22.00 flat fee	\$22.00 flat fee

Time Clock Technician	\$181.00 per hour	\$271.00 per hour	\$362.00.00 per hour
Mobilization Truck Charge	\$55.00 flat	\$55.00 flat fee	\$55.00 flat fee
Fuel Surcharge	\$22.00 flat	\$22.00 flat fee	\$22.00 flat fee
Project Management/Supervision	\$133.00 per	\$199.00 per	\$243.00 per hour
Engineering & Design	\$133.00 per	\$199.00 per	\$264.00 per hour
Shop Labor / Material Delivery	\$120.00 per	\$179.00 per	\$239.00 per hour
Material Cost	List Price	List Price	List Price
Subcontract Services	Cost +20%, +20%	Cost +20%, +20%	Cost +20%, +20%
Equipment Rental	Cost +20%, +20%	Cost +20%, +20%	Overhead & Profit
AHJ Permits (If paid by SimplexGrinnell)	Cost +20%, +20%	Cost +20%, +20%	Cost +20%, +20%
	Overhead & Profit	Overhead & Profit	Overhead & Profit

1. Normal service hours are 7:30 AM to 4:30 P.M., Monday - Friday, excluding holidays.
2. No travel or other expenses will be reimbursed by COUNTY. Travel time will be charged as follows:
 - a. There is no travel time charge within 60 minutes drive time enroute to the service call.
 - b. Travel time shall apply only if drive time exceeds 60 minutes to the customer site.
3. All emergency service call rates apply based on normal working hours; i.e. if call is placed at 6:30 a.m. then 6:30-7:30 a.m. is overtime. Work continuing past 7:30 a.m. is charged at normal rates until 4:30 p.m.
 - a. Service calls dispatched after 4PM on normal business days, weekends, and holidays shall be Portal to Portal.
 - b. Over Time rates apply outside of normal service hours and Saturdays.
 - c. Double Time applies for holidays and Sundays.
4. Normal working hours service call minimum charge is:
 - a. Alarm & Detection Hardwire: \$747.00 After Hours Call: \$1065.00
 - b. Alarm & Detection Software: \$747.00 After Hours Call: \$1065.00
 - c. Sprinkler: \$561.00 After Hours Call: \$786.00
 - d. Inspection / Suppression: \$555.00 After Hours Call: \$780.00
5. Engineering, design and permit fees include time spent surveying project, meeting with AHJ officials to pull permits, and other related duties.

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 FORTY-SEVEN THOUSAND NINE HUNDRED AND NINETY-THREE DOLLARS (\$147,993) for professional services per fiscal year.