

AMENDMENT NO. 2

NAPA COUNTY AGREEMENT NO. 220210B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment No. 2”) **to NAPA COUNTY AGREEMENT NO. 220210B** is made and entered into as of this 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and YEI Engineers Inc., a California corporation, whose mailing address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 220210B (“Agreement”), with CONTRACTOR on December 14, 2021, to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the 1127 First Street HVAC Replacement Project hereinafter referred to as “Project.”

WHEREAS, on October 18, 2022, the Parties entered into Amendment No. 1 to the Agreement to provide additional services related to the Project; and

WHEREAS, the Parties now desire to amend the Agreement to increase the term, scope of work, and compensation for the Agreement to provide engineering design and support services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR, acting through its Board of Supervisors, hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, 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). In anticipation of possibly amending this Agreement to provide additional services during design of the emergency power, the term of this Agreement

shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed three (3) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" and "A-1" attached to this Agreement as originally approved incorporated by reference herein, those additional services set forth in Exhibit "A-2 " attached to this Amendment No. 2 of the Agreement, said Exhibits being incorporated by this reference herein.

3. Subparagraph (c) of Paragraph 3 of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payment under this Agreement shall be **FOUR HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$451,200)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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. This Amendment No. 2 shall be effective as of the date first written above.

6. Except as provided in paragraphs 1 through 5, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 of Napa County Agreement No. 220210B as of the date first above written.

YEI Engineers Inc., a California Corporation

By 
PATRICK MALLILLIN, President/CEO

By 
HUBERT HIDALGO, Vice President/Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>November 25, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT "A-2"

SCOPE OF WORK

The CONTRACTOR will provide COUNTY with the following additional services for the following project:

- 1127 First Street HVAC Replacement Project.

Amendment No. 2 to include the following:

1. Project Management of the PG&E Electrical Upgrade work with the design team and power metering sub-contractor.
2. Electrical site evaluation of Main Distribution panel and conduits, PG&E underground routing to the new location from the existing alley or utilizing the existing PG&E pullbox section of the Main Distribution and rout to the new Main Distribution, conversion of an office to electrical room, and location and routing of existing communication conduits at roof.
3. Structural site evaluation of existing office wall partition that will be converted to electrical room.
4. Architectural site evaluation of the existing main distribution panel wall enclosure rating, existing office wall partition construction, and south exterior elevation wall crack and waterproofing.
5. Power metering of the entire building electrical power consumption for 1 month.
6. Electrical power metering result evaluation and recommendation of probable KW size of the temporary generator power that will be used during power outage due to PG&E electrical upgrade.
7. Design the new Electrical Main Distribution panel and conduit routing, temporary generator and power wiring, and new electrical power feed to all new HVAC units on the roof.
8. Prepare the PG&E application for electrical power supply and coordination on the replacement of electrical Main Distribution.
9. Revised HVAC load calculations and Title 24 Compliant Forms, VAV box capacity and ductwork serving the converted office to electrical room.
10. Design the conversion of the existing office room to a new fire rated electrical room including the rated wall construction, ceiling, and doors. Provide the fire extinguisher specification.
11. Design the south exterior elevation wall repair work needed.
12. Provide Architectural specification of painting and flooring for the remodeled rooms 117 and 116 and the corridor.
13. Design the structural bracing of new electrical equipment that is replacing old equipment in closet.
14. Design the structural new equipment pad in the new electrical room.
15. Design the temporary structural supports of the electrical power cable and routing from temporary emergency generator.
16. Per the previous agreement, prepare mechanical, electrical, Architectural and Structural technical specifications, now with expanded scope.
17. Per the previous agreement, provide Plans, Specifications and Estimates Submittals, now with expanded scope:
 - a. PS&E 90% submittal
 - b. PS&E Final submittal
18. Per the previous agreement, attend Pre-bid meeting with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required), now with expanded scope.

19. Per the previous agreement, construction support services, now with expanded scope.
20. Per the previous agreement, As-Built Drawings will be provided based on contractors red-line mark-ups, now with expanded scope.

Per the previous agreement, Deliverables, now with expanded scope:

- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List
- As-Built Drawings

Exclusions:

- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.
- Short circuit and arc flash analysis.
- Utility impact report.
- Short circuit analysis and coordination study are not part of the scope of work.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Vibration or acoustical engineering is not part of the scope of work.
- Special environmental impact investigations and related research.
- Special survey or testing work to determine the adequacy, capacity, or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record "as- built" drawings of existing facility.
- No analysis and documentation for Savings by Design and other utility rebate programs.
- HVAC Commissioning.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County's expense.
- Destructive investigation.
- Scissor lifts or specialty access equipment.
- Special inspections.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals. Contractors to provide.
- Shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits.

Compensation:

YEI proposes a total lump sum amount of \$150,656.00 to add to given tasks below for the County of Napa Building 1127 First Street - Design for PG&E Electrical Upgrade including construction support services.

Task 1-Project Management:	\$ 1,760.00
Task 2-Data Collection:	\$ 10,168.00

Task 3-Site Evaluation and Technical Memorandum:	\$ 32,258.00
Task 4-Construction Documentation 60% Submittal:	\$ 0.00
Task 5-Construction Documentation 90% Submittal:	\$ 52,814.00
Task 6-Construction Documentation Final Submittal:	\$ 26,696.00
Task 7-Bidding Assistance:	\$ 2,608.00
Task 8-Construction Support Services:	\$ 14,352.00
Task 9-As-Needed Unforeseen Allowance:	\$10,000.00
TOTAL	\$150,656.00

Modifications to the Scope of Work for the proposed project may be required during the design and construction phase periods, and if so, YEI will provide the required modifications based on YEI hourly rate schedules in effect at the beginning of the project. The requested modifications will be made only after COUNTY's prior approval and not to exceed authorized limits.