## NAPA COUNTY AGREEMENT NO. 250008B AMENDMENT NO. 2

#### PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 250008B is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MARQUEE FIRE PROTECTION, LLC, doing business as MARQUEE FIRE PROTECTION, whose mailing address is 3875 Atherton Road, Suite 200, Rocklin, CA 95765-3716, hereinafter referred to as "CONTRACTOR";

## **RECITALS**

**WHEREAS**, by Napa County Agreement No. 250008B entered into as of June 4, 2024, (hereafter referred to as "Agreement"), CONTRCTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide inspection, testing, and maintenance services of the County's fire sprinkler systems and equipment; and

WHEREAS, on September 9, 2025, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to include an additional scope of work at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558, update the scope of work to reflect changes in services needs at various locations, and update compensation maximums due to the changes in the scope of work.

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to include 1950 Airport Road as a routine service location to the scope of work and update compensation maximums due to the changes in the scope of work.

For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

#### **TERMS**

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

- 1. Paragraph 2, "**Scope of Services**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:
  - 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-2", attached hereto and incorporated by reference herein. All services to be performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of the work.

DocNo. 140129

2. Paragraph 3, "Compensation" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

## 3. Compensation.

- (a) <u>Rates.</u> 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. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of work.
  - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
- (c) <u>Maximum Amount.</u> Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows in the chart below; 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. The FY27/28 and FY28/29 amounts apply if Agreement is extended pursuant to paragraph 1.

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Maximum
FY24/25	77,235		25,000		102,235
FY25/26	77,751	3,210	25,000	2,200	108,161
FY26/27	77,751	3,210	25,000	2,200	108,161
FY27/28	85,685	3,534	30,000	2,400	121,619
FY28/29	85,685	3,534	30,000	2,400	121,619

- 3. Paragraph 7, "Insurance" is hereby amended by deleting the existing language in its entirety and replacing it with the following:
  - 7. **Insurance**. Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit "D" attached hereto and incorporated herein by reference.
  - (a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit "D".
- 4. Except as provided in paragraphs 1 through 3 above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.
- 5. 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.

DocNo. 140129 2

6. 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.

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

MARQUEE FIRE PROTECTION, LLC doing business as MARQUEE FIRE PROTECTION

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The Samuel Samuel	"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By\_\_\_\_\_\_ANNE COTTRELL, Chair
Board of Supervisors

### "COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Sabrina S. Wolfson Deputy County Counsel	Date:Processed By:	By:
Date: October 3, 2025	Deputy Clerk of the Board	Fight Ruger Cons.

#### **EXHIBIT "A-2"**

# **SCOPE OF WORK**

#### I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following routine and non-routine/emergency inspection, testing, and maintenance of automatic fire sprinkler systems and equipment. All services shall conform to acceptable industry standards as established by the National Fire Protection Association (NFPA) and as referenced, incorporated, and required by the California Office of the State Fire Marshal in the California Code of Regulations and other applicable codes, laws, and regulations.

During the term of this Agreement, COUNTY may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

#### **Routine Services:**

CONTRACTOR shall provide COUNTY with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following locations. Unless otherwise indicated, all locations are in Napa, California.

Building	Address	Equipment
New Jail - Corrections	1125 Third Street	1 Sprinkler – Wet Riser
Hall of Justice (Old Jail)	1125 Third Street	1 Sprinkler – Wet Riser
Administration	1195 Third Street	1 Sprinkler – Wet Riser
1127 First Street	1127 First Street	1 Sprinkler – Wet Riser
1917 First Street	1917 First Street	1 Residential Sprinkler – Wet Riser
5 <sup>th</sup> Street Parking Garage	1100 Fifth Street	1 Sprinkler – Wet Riser
ITS/HHSA	650 Imperial Way	2 Sprinkler – Wet Risers
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
Equipment Pool - Fleet	3075 California Boulevard	2 Sprinkler – Wet Risers
Bella Drive	1046 Bella Drive	1 Residential Sprinkler - Wet Riser
M1/M2	Napa State Hospital	1 Sprinkler – Wet Riser
	2100 Napa-Vallejo Hwy	
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg B	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg A	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers,
		1 Sprinkler – Preaction
South Campus Bldg 4	2721 Napa Valley Corporate Drive	1 Sprinkler – Wet Riser,
		1 Sprinkler – Preaction
Sheriff Office	1535 Airport Boulevard	1 Sprinkler – Wet Riser
Airport – Hanger Bldg	1950 Airport Road	1 Sprinkler – Wet Riser
Airport	2000 Airport Road	5 Sprinkler – Wet Risers
Re-Entry	2200 Napa-Vallejo Highway	5 Sprinkler – Wet Risers
Yountville Fire Station	7401 Solano Ave, Yountville	1 Sprinkler – Wet Riser

A partial trip test of preaction systems is required annually. A full trip test of preaction systems is required every three (3) years. See NFPA 25.

CONTRACTOR shall provide COUNTY Department of Corrections with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following location.

Building	Address	Equipment		
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	2 Sprinkler – Dry Riser		

A partial trip test of dry systems is required annually. A full trip test of dry systems is required every three (3) years. See NFPA 25.

CONTRACTOR shall provide COUNTY with 11 **monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing for the fire pump at the following location. Location is in Napa, California.

Building	Address	Equipment
New Jail	1125 Third Street	1 Electric Fire Pump – Horizontal

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses at the following locations. All locations are in Napa, California.

Building	Address	Equipment
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	12 Hydrants
Sheriff Office	1535 Airport Boulevard	5 Hydrants
Airport	2000 Airport Road	14 Hydrants
Re-Entry	2200 Napa-Vallejo Highway	4 Hydrants
Hall of Justice (Old Jail)	1125 Third Street	10 Fire Hoses
Juvenile Justice Center	212 Walnut Street	2 Fire Hoses

CONTRACTOR shall provide COUNTY Department of Corrections with one **Annual** inspection and testing of hydrants at the following location.

Building	Address	Equipment
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	6 Hydrants

CONTRACTOR shall provide COUNTY with two Semi-Annual inspections, testing, and maintenance of kitchen hood systems (service) and two **Semi-Annual** OR four **Quarterly** inspection and cleaning of grease buildup at the following locations. All locations are in Napa, California.

Building Address		Equipment	Frequency of	
			<b>Cleaning Service</b>	
Juvenile Justice	212 Walnut Street	1 Single Tank Suppression System (Includes all	Semi-Annual	
Center		Links & Pipe Blow Out),		
		3 Fusible Links (Each, Replacement)		
Re-Entry	2200 Napa-Vallejo	1 Single Tank Suppression System (Includes all	Semi-Annual	
·	Highway	Links & Pipe Blow Out),		
		2 Fusible Links (Each, Replacement)		

M1/M2 2100 Napa-Vallejo		1 Single Tank Suppression System (Includes all	Semi-Annual
Highway		Links & Pipe Blow Out),	
		2 Fusible Links (Each, Replacement)	
South Campus Bldg	2751 Napa Valley	1 Single Tank Suppression System (Includes all	Semi-Annual
(Provisions Cafe)	Corporate Drive	Links & Pipe Blow Out),	
	_	3 Fusible Links (Each, Replacement)	

If during the course of providing services the CONTRACTOR identifies system or equipment deficiencies, the CONTRACTOR shall notify COUNTY of the deficiency and/or recommended/needed repairs.

<u>Non-Routine and Emergency Services:</u> CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, maintenance (including kitchen hood cleanings), and emergency testing and maintenance services for all fire sprinkler systems and equipment and kitchen hood systems as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit "B-2", plus parts.

CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, and maintenance services and emergency testing and maintenance services for the fire sprinkler system and equipment at the Replacement Jail Facility as requested by the County's Director of Corrections or designee at the hourly rates provided in Exhibit "B-2", plus parts.

Emergency call back services shall be provided within four (4) hours of request.

<u>Hours and Frequency of Service:</u> All inspections, testing, and maintenance will be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related routine or non-routine service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related routine or non-routine service, outside regular routine hours, 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 rates provided in Exhibit "B-2".

Call back services shall be provided within twenty-four (24) hours of request.

<u>Written Reports:</u> 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 Facilities Superintendent within five (5) working days of each inspection and test/service.

<u>Minimum Certifications and Licensing:</u> A California C-16 Fire Protection Contractor 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.

<u>Subcontracting of Services:</u> If the CONTRACTOR wishes to use a subcontractor not specified in CONTRACTOR'S proposal, prior written approval must be obtained. If a subcontract for work or

services is performed, the subcontract must contain all required provisions of this Agreement. All invoicing must be through this Agreement. Direct invoicing from subcontractors is prohibited.

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 **Quarterly** and **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of COUNTY fire sprinkler systems as outlined in Exhibit "A-2" and listed in the charts below at the following rates:

### **ROUTINE RATES**

YEARS 2-3 Effective Date of Amendment 1-JUNE 30, 2027

Building	Address	Equipment	1st Qtrly	2 <sup>nd</sup> Qtrly	3 <sup>rd</sup> Qtrly	4 <sup>th</sup> Qtrly/ Annual	Yearly Cost
New Jail - Corrections	1125 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
Hall of Justice (Old Jail)	1125 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
Administration	1195 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
1127 First Street	1127 First Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
1917 First Street	1917 First Street	Residential Sprinkler – Wet Riser	\$185	\$185	\$185	\$360	\$915
5 <sup>th</sup> Street Parking Garage	1100 Fifth Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$720	\$1,275
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #1	\$135	\$135	\$135	\$730	\$1,135
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #2	\$135	\$135	\$135	\$730	\$1,135
Juvenile Justice Center	212 Walnut Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$2,160	\$2,715
Animal Shelter	942 Hartle Court	Sprinkler – Wet Riser	\$135	\$135	\$135	\$720	\$1,125
South Napa Homeless Shelter	100 Hartle Court	Sprinkler – Wet Riser	\$135	\$135	\$135	\$720	\$1,125
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	\$185	\$185	\$185	\$540	\$1,095
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	\$185	\$185	\$185	\$540	\$1,095
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	\$135	\$135	\$135	\$360	\$765
M1/M2	Napa State Hospital – 2100 Napa- Vallejo Highway	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015

South Campus	2747 Napa	Sprinkler –	\$95	\$95	\$95	\$1,460	\$1,745
Bldg 1A	Valley	Wet Riser #1	·	·	·		, ,
	Corporate						
0 4 0	Drive	0 11	Φ0.7	Φ0.7	Φ0.7	Φ1.4 <i>C</i> 0	Ф1 <b>7</b> 45
South Campus Bldg 1A	2747 Napa Valley	Sprinkler – Wet Riser #2	\$95	\$95	\$95	\$1,460	\$1,745
Diug IA	Corporate	WEI KISEI #2					
	Drive						
South Campus	2751 Napa	Sprinkler –	\$95	\$95	\$95	\$1,460	\$1,745
Bldg B	Valley	Wet Riser #1	ΨΣ	Ψ/3	Ψλ	ψ1,400	Ψ1,743
U	Corporate						
	Drive						
South Campus	2751 Napa	Sprinkler –	\$95	\$95	\$95	\$1,460	\$1,745
Bldg B	Valley	Wet Riser #2			·	. ,	. ,
	Corporate						
	Drive						
South Campus	2751 Napa	Sprinkler –	\$95	\$95	\$95	\$1,080	\$1,365
Bldg A	Valley	Wet Riser #1					
	Corporate						
g .1.G	Drive	G : 11	<b>*</b> • • • • • • • • • • • • • • • • • • •	<b>↑</b>	<b>↑</b> • •	<b>#</b> 1.000	<b>**</b>
South Campus	2751 Napa	Sprinkler –	\$95	\$95	\$95	\$1,080	\$1,365
Bldg A	Valley	Wet Riser #2					
	Corporate Drive						
South Campus	2751 Napa	Sprinkler –	\$95	\$95	\$95	\$1,090	¢1 265
Bldg A	Valley	Preaction	\$93	\$93	\$93	\$1,080	\$1,365
Diug A	Corporate	Treaction					
	Drive						
South Campus	2721 Napa	Sprinkler –	\$95	\$95	\$95	\$960	\$1,245
Bldg 4	Valley	Wet Riser	Ψ	Ψ	ΨΣ	Ψ	Ψ1,2 13
$\mathcal{E}$	Corporate						
	Drive						
South Campus	2721 Napa	Sprinkler –	\$95	\$95	\$95	\$960	\$1,245
Bldg 4	Valley	Preaction					
	Corporate						
	Drive						
Sheriff Office	1535 Airport	Sprinkler –	\$185	\$185	\$185	\$1,800	\$2,355
	Boulevard	Wet Riser					
Airport-Hanger	1950 Airport	Sprinkler –	\$185	\$185	\$185	\$740	\$1,295
Bldg	Road	Wet Riser			<b>*</b> • • • •		40-0
Airport	2000 Airport	Sprinkler –	\$148	\$148	\$148	\$435	\$879
<b>A</b> •	Road	Wet Riser #1	<b>#1.40</b>	<b>#1.40</b>	<b>01.40</b>	<b>0.42.5</b>	Φ0.50
Airport	2000 Airport	Sprinkler –	\$148	\$148	\$148	\$435	\$879
A inva out	Road	Wet Riser #2	¢1.40	¢1.40	¢140	¢425	¢070
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport	Sprinkler –	¢110	¢110	¢110	\$425	\$970
<sup>1</sup> mport	Road	Wet Riser #4	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport	Sprinkler –	\$148	\$148	\$148	\$435	\$879
<sup>1</sup> Inport	Road	Wet Riser #5	φ1 <del>4</del> 0	φ1 <del>4</del> 0	φ1 <del>4</del> 0	φ <del>4</del> 33	φ0/ <i>7</i>
Re-Entry	2200 Napa-	Sprinkler –	\$148	\$148	\$148	\$360	\$804
1.0 Liluy	Vallejo	Wet Riser #1	ψιτυ	ψιτυ	ψ170	ψ300	φου <del>τ</del>
	Highway	7, 50 10501 // 1					

Re-Entry	2200 Napa-	Sprinkler –	\$148	\$148	\$148	\$360	\$804
	Vallejo	Wet Riser #2					
	Highway						
Re-Entry	2200 Napa-	Sprinkler –	\$148	\$148	\$148	\$360	\$804
	Vallejo	Wet Riser #3					
	Highway						
Re-Entry	2200 Napa-	Sprinkler –	\$148	\$148	\$148	\$360	\$804
	Vallejo	Wet Riser #4		·		·	·
	Highway						
Re-Entry	2200 Napa-	Sprinkler –	\$148	\$148	\$148	\$360	\$804
	Vallejo	Wet Riser #5		·	·	·	·
	Highway						
Yountville Fire	7401 Solano	Sprinkler –	\$280	\$280	\$280	\$720	\$1,560
Station	Avenue,	Wet Riser					ŕ
	Yountville						
TOTAL							\$49,645
Replacement	2210 Napa-	Sprinkler –	\$95	\$95	\$95	\$960	\$1,245
Jail -	Vallejo	Dry Riser #1		·	·	·	
Corrections	Highway						
Replacement	2210 Napa-	Sprinkler –	\$95	\$95	\$95	\$960	\$1,245
Jail -	Vallejo	Dry Riser #2			•		
Corrections	Highway	-					
TOTAL							\$2,490

# ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	1st Qtrly	2 <sup>nd</sup> Qtrly	3 <sup>rd</sup> Qtrly	4th Qtrly/	Yearly Cost
						Annual	
New Jail -	1125 Third	Sprinkler –	\$203	\$203	\$203	\$1,600	\$2,209
Corrections	Street	Wet Riser				,	•
Hall of Justice	1125 Third	Sprinkler –	\$203	\$203	\$203	\$1,600	\$2,209
(Old Jail)	Street	Wet Riser				,	•
Administration	1195 Third	Sprinkler –	\$203	\$203	\$203	\$1,600	\$2,209
	Street	Wet Riser				,	•
1127 First Street	1127 First	Sprinkler –	\$203	\$203	\$203	\$1,600	\$2,209
	Street	Wet Riser					•
1917 First Street	1917 First	Residential	\$203	\$203	\$203	\$396	\$1,005
	Street	Sprinkler –					·
		Wet Riser					
5 <sup>th</sup> Street	1100 Fifth	Sprinkler –	\$203	\$203	\$203	\$792	\$1,401
Parking Garage	Street	Wet Riser					
ITS/HHSA	650 Imperial	Sprinkler –	\$148	\$148	\$148	\$803	\$1,247
	Way	Wet Riser #1					-
ITS/HHSA	650 Imperial	Sprinkler –	\$148	\$148	\$148	\$803	\$1,247
	Way	Wet Riser #2					•
Juvenile Justice	212 Walnut	Sprinkler –	\$203	\$203	\$203	\$2,376	\$2,985
Center	Street	Wet Riser					-
Animal Shelter	942 Hartle	Sprinkler –	\$148	\$148	\$148	\$792	\$1,236
	Court	Wet Riser					•

South Napa Homeless	100 Hartle Court	Sprinkler – Wet Riser	\$148	\$148	\$148	\$792	\$1,236
Shelter							
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	\$203	\$203	\$203	\$594	\$1,203
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	\$203	\$203	\$203	\$594	\$1,203
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	\$148	\$148	\$148	\$396	\$840
M1/M2	Napa State Hospital – 2100 Napa- Vallejo Highway	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,606	\$2,215
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Preaction	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg 4	2721 Napa Valley Corporate Dr	Sprinkler – Wet Riser	\$105	\$105	\$105	\$1,056	\$1,371
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Preaction	\$105	\$105	\$105	\$1,056	\$1,371

Sheriff Office	1535 Airport Boulevard	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,980	\$2,589
Airport-Hanger Bldg	1950 Airport Road	Sprinkler – Wet Riser	\$203	\$203	\$203	\$815	\$1424
Airport	2000 Airport Road	Sprinkler – Wet Riser #1	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #2	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #4	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #5	\$162	\$162	\$162	\$478	\$964
Re-Entry	2200 Napa- Vallejo Highway	Sprinkler – Wet Riser #1	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa- Vallejo Highway	Sprinkler – Wet Riser #2	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa- Vallejo Highway	Sprinkler – Wet Riser #3	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa- Vallejo Highway	Sprinkler – Wet Riser #4	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa- Vallejo Highway	Sprinkler – Wet Riser #5	\$162	\$162	\$162	\$396	\$882
Yountville Fire Station	7401 Solano Avenue, Yountville	Sprinkler – Wet Riser	\$308	\$308	\$308	\$792	\$1,716
TOTAL							\$54,548
Replacement Jail - Corrections	2210 Napa- Vallejo Highway	Sprinkler #1- Dry Riser	\$105	\$105	\$105	\$1,056	\$1,371
Replacement Jail – Corrections	2210 Napa- Vallejo Highway	Sprinkler #2- Dry Riser	\$105	\$105	\$105	\$1,056	\$1,371
TOTAL							\$2,742

CONTRACTOR shall provide COUNTY with 11 **Monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing of the following fire pump as outlined in Exhibit "A-2" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 1-3 JULY 1, 2024-JUNE 30, 2027

Building	Address	Equipment	Monthly	Annual	Yearly Cost
New Jail	1125 Third Street	Electric Fire	\$450	\$1,080	\$6,030
		Pump - Horizontal			

## ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	Monthly	Annual	Yearly Cost
New Jail	1125 Third Street	Electric Fire	\$495	\$1,200	\$6,645
		Pump - Horizontal		ŕ	ŕ

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses as outlined in Exhibit "A-2" and listed in the charts below at the following rates:

## ROUTINE RATES YEARS 2-3 Effective Date of Amendment 1-JUNE 30, 2027

Building	Address	Equipment	# of	Cost Per	Yearly Cost
			Equipment	Unit of	
				Equipment	
South Campus –	2751/2721 Napa Valley	Hydrants	12	\$120	\$1,440
Entire Campus	Corporate Drive				
Sheriff Office	1535 Airport Boulevard	Hydrants	5	\$120	\$600
Airport	2000 Airport Road	Hydrants	14	\$120	\$1,680
Re-Entry	2200 Napa-Vallejo	Hydrants	4	\$120	\$480
	Highway				
Hall of Justice	1125 Third Street	Fire Hose	10	\$245	\$2450
(Old Jail)				·	•
Juvenile Justice	212 Walnut Street	Fire Hoses	2	\$245	\$490
Center					
TOTAL					\$7,140

Replacement	2210 Napa-Vallejo	Hydrants	6	\$120	\$720
Jail -	Highway				
Corrections					

## ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	# of Equipment	Cost Per Unit of	Yearly Cost
			1 1	Equipment	
South Campus –	2751/2721 Napa Valley	Hydrants	12	\$132	\$1,584
Entire Campus	Corporate Drive				•
Sheriff Office	1535 Airport Boulevard	Hydrants	5	\$132	\$660
Airport	2000 Airport Road	Hydrants	14	\$132	\$1,848
Re-Entry	2200 Napa-Vallejo Highway	Hydrants	4	\$132	\$528
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose	10	\$270	\$2,700
Juvenile Justice Center	212 Walnut Street	Fire Hoses	2	\$270	\$540
TOTAL					\$7,860

Replacement	2210 Napa-Vallejo	Hydrants	6	\$132	\$792
Jail -	Highway				
Corrections					

CONTRACTOR shall provide COUNTY with two **Semi-Annual** inspections, testing, and maintenance (Service) of COUNTY kitchen hood systems and two **Semi-Annual or** four **Quarterly** inspection and cleaning (Cleaning) of grease buildup as outlined in Exhibit "A-2" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 2-3 Effective date of Amendment 1-JUNE 30, 2027

Building	Address	Equipment	1 <sup>st</sup>	2 <sup>nd</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	Yearly
Dunuing	1 tuul CSS	Equipment	Semi-Annual	Semi-Annual	Semi-Annual	Semi-Annual	Cost
			Service	Service	Cleaning	Cleaning	Cost
Juvenile	212	1 Single Tank	\$682	\$682	\$1,423	\$1,423	\$4,210
Justice	Walnut	Suppression	Ψ002	Ψ002	Ψ1,123	Ψ1,125	ψ 1,210
Center	Street	System (Includes					
		all Links & Pipe					
		Blow Out),					
		3 Fusible Links					
		(Each,					
		Replacement)					
Re-Entry	2200	1 Single Tank	\$585	\$585	\$1,170	\$1,170	\$3,510
	Napa-	Suppression			ŕ	,	,
	Vallejo	System (Includes					
	Highway	all Links & Pipe					
		Blow Out),					
		2 Fusible Links					
		(Each,					
3.51.73.50	2100	Replacement)	<b>\$ 50.5</b>	<b></b>	<b>0.1.1.62</b>	<b>0.1.1.62</b>	<b>D2</b> 10 6
M1/M2	2100	1 Single Tank	\$585	\$585	\$1,163	\$1,163	\$3,496
	Napa-	Suppression					
	Vallejo	System (Includes					
	Highway	all Links & Pipe Blow Out),					
		2 Fusible Links					
		(Each,					
		Replacement)					
South	2751	1 Single Tank	\$ 617	\$617	\$1,243	\$1,243	\$3,720
Campus	Napa	Suppression	\$ 017	\$017	\$1,243	\$1,243	\$5,720
Bldg B	Valley	System (Includes					
(Provisions	Corporate	all Links & Pipe					
Cafe)	Drive	Blow Out),					
<i></i>		3 Fusible Links					
		(Each,					
		Replacement)					
TOTAL							\$14,936

ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	1 <sup>st</sup>	2 <sup>nd</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	Yearly Cost
8			Semi-annual	Semi-annual	Semi-annual	Semi-annual	v
			Service	Service	Cleaning	Cleaning	
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$750	\$750	\$1,565	\$1,565	\$4,630
Re-Entry	2200 Napa- Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$760	\$760	\$1,287	\$1,287	\$4,094
M1/M2	2100 Napa- Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$643	\$643	\$1,280	\$1,280	\$3,846
South Campus Bldg B (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$ 678	\$678	\$1,353	\$1,353	\$4,062
TOTAL							\$16,632

# NON-ROUTINE AND EMERGENCY RATES YEARS 1-3 JULY 1, 2024-JUNE 30, 2027

Job Title/Service Type/Product Item	Regular Rate per hour	Overtime Rate per hour	Double Time Rate per hour
Inspection	\$185	\$260	\$335
Repair	\$185	\$260	\$335
Pump Inspection	\$185	\$260	\$335
Hose Maintenance	\$185	\$260	\$335
Pump Testing	\$185	\$260	\$335
Hydrant Test	\$185	\$260	\$335
Hood Service	\$240	\$338	\$435

NON-ROUTINE AND EMERGENCY RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Job Title/Service Type/Product Item	Regular Rate per hour	Overtime Rate per hour	Double Time Rate per hour
Inspection	\$195	\$275	\$350
Repair	\$195	\$275	\$350
Pump Inspection	\$195	\$275	\$350
Hose Maintenance	\$195	\$275	\$350
Pump Testing	\$195	\$275	\$350
Hydrant Test	\$195	\$275	\$350
Hood Service	\$252	\$358	\$455

#### **CONTRACTOR DEFINED HOURS**

<u>Regular Business Hours</u>: Monday – Friday 6:00 a.m. – 5:00 p.m., 8-hour shift / 40-hour work week <u>Overtime</u>: All hours more than 8 and up to 12 in a workday, all hours worked more than 40 hours in a work week, and work on Saturdays.

<u>Double Time:</u> All hours more than 12 hours in a workday, Sunday, and holidays, and more than 8 hours on a  $7^{th}$  consecutive workday.

Payment of California Prevailing Wage is required.

# EXHIBIT "D" INSURANCE REQUIREMENTS

- **D.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.
- **D.2 Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:
- **D.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
  - **D.2.2** Professional Liability/Errors and Omissions. Not required.
- **D.2.3** Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph D.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.
- **D.3** Certificates of Coverage. All insurance coverages referenced in paragraph D.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.
- **D.3.1** Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current

during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

- **D.3.2** Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- **D.3.3** Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph D.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph D.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.
- **D.3.4** Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.
- **D.4** Copies of Policies. Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.
- **D.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.