

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230047B (NCHA)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230047B is made and entered into as of this ____ day of _____, 2024, by and between NAPA COUNTY HOUSING AUTHORITY, a public housing authority established pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as "AUTHORITY", and HCI SYSTEMS, INC., a California corporation whose mailing address is 1168 W National Drive, Ste 70, Sacramento, CA. 95834, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on June 21, 2022, AUTHORITY and CONTRACTOR entered into Napa County Agreement No. 230047B (Agreement) in order to provide fire alarm inspections and monitoring, fire sprinkler, fire pump, extinguisher inspections, and preventative maintenance for the three Farmworker Centers owned by AUTHORITY; and

WHEREAS, AUTHORITY needs additional services for the fire suppression system systems for Fiscal Year 2023/2024 and remaining term of agreement. CONTRACTOR is willing and able to provide these additional services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, AUTHORITY and CONTRACTOR agree to amend the Agreement No. 230047B as follows:

TERMS

1. Exhibit "A" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "A-2," respectively incorporated herein, and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-2."
2. Paragraph 3 of the Agreement is amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, AUTHORITY shall pay CONTRACTOR at the rates set forth in Exhibit "A-2" attached hereto and incorporated by reference herein.
 - (b) Expenses. No Travel or other expenses shall be reimbursed by AUTHORITY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed Fifty-One Thousand One Hundred and Seventy Dollars, (\$51,170), which includes Twenty-Three Thousand, Two Hundred and Ninety (\$23,290) for non-routine or emergency services; 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.

2. This Amendment No. 1 represents all the changes to the Agreement agreed to by the AUTHORITY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in Amendment No. 1 shall remain in full force and effect.
3. This Amendment No. 1 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. This Amendment No. 1 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. 1 and shall have the same force and effect as a manually executed original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the AUTHORITY, acting by and through the Chair of the Board of Commissioners, and by CONTRACTOR through its duly authorized officer.

HCI Systems, Inc., a California Corporation,

By: Drew Turner
DREW TURNER, President

By: [Signature]
DARIO CANIZALEZ, CFO

NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority

By: _____
JOELLE GALLAGHER, Chair
Board of Commissioners

“AUTHORITY”

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Authority Counsel Date: <u>March 1, 2024</u>	APPROVED BY THE NAPA COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS Date: _____ Processed By: _____ Deputy Secretary	ATTEST: NEHA HOSKINS Clerk of the Board of Commissioners By: _____
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EXHIBIT A-2

Technical Proposal

Calistoga Farmworker Center
3996 N. St. Helena Highway
Calistoga, CA. 94515

River Ranch Farmworker Center
1109 Silverado Trail
St. Helena, CA. 94574

Mondavi Farmworker Center
5589 Silverado Trail
Napa, CA. 94558

Reference: **Services to be provided at the following location: See sites listed above (3)**

HCI proposes to provide services listed below in accordance with provisions and terms and conditions on the attached pages:

FIRE SYSTEMS' SERVICE WILL INCLUDE:

- ❖ **24/7 Central Station Monitoring of your Fire Alarm Systems (3) through Advanced Monitoring, Inc. (AMI)**
 - Includes 24 hour dialer test.
- ❖ **Annual Inspection of all your Fire Alarm devices listed below per NFPA 72 requirements. *Annual Test of Fire Alarm System, including diagnostic tests of control panel equipment, auxiliary/monitoring functions, functional test of audible and visual signaling devices and initiating such as smoke/heat/duct detectors, manual pull stations, waterflow & tamper switches.**
- ❖ **Annual Automatic Sprinkler Inspections of Wet Systems per NFPA 25 requirements.**
Sprinkler System Test and Inspection per NFPA 25 and State of California Title 19 requirements. Testing shall include visual inspection of sprinkler heads, main drain test, operation of control valves and inspectors test flow at each riser.
- ❖ **Annual Main Drain Test per NFPA 25 and State of California Title 19**
*Includes recording of the sprinkler supply gage readings with main drain valve fully open and closed.



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- ❖ **Quarterly Sprinkler Inspections of Wet Systems per NFPA 25 requirements.**
*3-100% Inspections per NFPA 25 requirements. Testing shall include inspections of control valves, riser, trim, gauges, and confirmation of proper signage and tagging system for certification.
- ❖ **Annual Fire Pump Inspections (1) per NFPA 25 with the required Type L License.**
*Annual Test - Fire Pumps Test under Flow condition per NFPA 25 and State Of California Title 19 Requirements – total of (3) fire pumps.
- ❖ **Annual Extinguisher Inspections per NFPA 10 requirements.**
*Extinguishers shall be inspected and tagged by a licensed technician as required by Title 19, the State Fire Marshall, NFPA 10, and AHJ's (Authority Having Jurisdiction, i.e. county or city Fire Marshals). Any Extinguishers requiring a 6 year tear down and recharge maintenance will be billed additionally. If Hydro testing is required, additional charges may apply.
- ❖ **Weekly (Diesel) Fire Pump (1 site) Inspection (51 services)**
- ❖ **Monthly (Electric) Fire Pump (2 sites) Inspection (11 services)**
- ❖ **Semi-Annual (twice a year) Kitchen Hood Suppression System Inspection**

FIVE YEAR FIRE SPRINKLER SYSTEM TESTING

- A thorough physical inspection of sprinklers, valves, components, devices, piping, hangers, and assemblies. This includes a thorough walk through and visual inspection of the sprinkler heads in the building.
- Main drain flow test.
- Perform required roof flow test of standpipe systems utilizing roof manifolds including dry standpipe and fire hose systems.
- Examination of sprinkler piping and seismic bracing above concealed spaces/ceilings for acceptable conditions in areas that are accessible. This includes a visual inspection above the ceiling tiles/hard lid to verify proper bracing (spot verification). Be advised that we will pop ceiling tiles in various locations as well as inspect above the hard lid areas where access hatches are available (spot verification).
- Back flush of the fire department connections (FDC) serving the sprinkler systems. This will require locating and accessing the check valves for the FDC's in order to perform a proper backflush of the Fire Department Connections.
- Exercise and operation of all sectional and system control valves, and lubrication as needed.
- Exercise and lubricate all hose valve outlets in stairwells.

DOCUMENTATION

Upon completion of each inspection and test, a signed Inspection and Test Report listing actual devices checked will be forwarded to Customer. Copies will be kept at the job site and at our office.

Special Instructions and Exclusions

- Testing to be performed during regular HCI business hours.
- Engineering to assist with auxiliary function testing and resetting of equipment (elevators, HVAC/mechanical equipment, etc.).



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Notifying inhabitants of the subject building(s) about the time and duration of testing is excluded and is the responsibility of others. #905493

- Control of Electric power in the subject building during the testing is excluded and is the responsibility of others.
- Access to all areas are to be provided by the facilities engineering staff.
- Inspection reports will be provided following each inspection. Quote to repair any deficiencies noted will be made in a separate proposal and submitted for approval.
- This proposal excludes semi-annual visual inspections of all fire alarm control and/or peripheral equipment.
- This proposal excludes any and all fees related to re-test, AHJ permits, and background checks.
- A facility representative must be present with HCI technicians when entering a residential space, for the purpose of fire/life safety testing only. No other in-house maintenance is to be performed during this period.
- Any lack of access or delays to HCI is subsequent to a change order.
- This proposal is based on current codes, as of the date listed on this proposal. Any code change that increases the frequency of items to be tested will be subsequent to a change order.
- Devices provided to HCI via a previous test report or point list is what this quote is based on. Additional devices found will be subsequent to a change order.
- If facility preforms a remodel and additional devices are added, a new proposal will need to be generated.
- Lift rental is excluded, unless otherwise listed above in the pricing.
- This proposal includes Prevailing Wages per the Department of Industrial Relations.

Cost Proposal – Fire Alarm and Sprinkler Monitoring and Maintenance Services

Emergency Service Response - HCI will provide 24 hour/7 day emergency service with 4 hour response for non re-settable alarm conditions. This service will be billable to the customer. Our standard service rate is \$160.00 an hour unless it is an emergency call or outside normal business hours.

EMERGENCY RESPONSE / BILLABLE LABOR RATES

	Straight Time	Over time	Double time
Technician (Fire/Security/DAS/ Suppression/Nurse Call)	\$ 160.00	\$ 224.00	\$ 280.00
Fire Sprinkler Fitter	\$ 160.00	\$ 224.00	\$ 280.00
Dispatch Labor Charge	\$ 89.00		
Travel Time	Travel time portal-to-portal		
Minimum Charge	3-hr technician / 4-hr sprinkler fitter		

1. Labor is based upon a normal 8-hour day (7am-4pm) Monday –Friday.
2. Sundays and Company Observed Holidays will be charged at double time.
3. Emergency calls are charged portal to portal with a 4-hour minimum.
4. Our technicians are available **24 hours / 7 days a week with 4 hours response time** in critical Fire Alarm System emergency condition.

HCI will repair any part or equipment that we have installed that is defective or otherwise inoperable due to faulty workmanship at no additional charge.



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COST FOR FIRE SYSTEMS' INSPECTION PROGRAM

Calistoga Farmworker Center

Annual Fire Alarm Inspection	\$300
Quarterly Sprinkler Inspection	\$250 (x 3 services)
Annual Sprinkler Inspection	\$350
Monthly Fire Pump Inspection	\$260 (x 11 services)
Annual Fire Pump Inspection	\$850
Semi-Annual Kitchen Hood Inspection	\$300 (x 2 services)
<u>Annual Fire Extinguisher Inspection</u>	<u>\$100</u>

TOTAL Annual Investment – Code Required Inspections: \$5,810

One-Time 5 YEAR Sprinkler Inspection: \$1,500

River Ranch Farmworker Center

Annual Fire Alarm Inspection	\$500
Quarterly Sprinkler Inspection	\$250 (x 3 services)
Annual Sprinkler Inspection	\$450
Monthly Fire Pump Inspection	\$260 (x 11 services)
Annual Fire Pump Inspection	\$850
Semi-Annual Kitchen Hood Inspection	\$300 (x 2 services)
<u>Annual Fire Extinguisher Inspection</u>	<u>\$100</u>

TOTAL Annual Investment – Code Required Inspections: \$6,110

One-Time 5 YEAR Sprinkler Inspection: \$1,500

Mondavi Farmworker Center

Annual Fire Alarm Inspection	\$300
Quarterly Sprinkler Inspection	\$250 (x 3 services)
Annual Sprinkler Inspection	\$400
WEEKLY Fire Pump Inspection	\$160 (x 51 services)
Annual Fire Pump Inspection	\$850
Semi-Annual Kitchen Hood Inspection	\$300 (x 2 services)
<u>Annual Fire Extinguisher Inspection</u>	<u>\$100</u>

TOTAL Annual Investment – Code Required Inspections: \$11,160

One-Time 5 YEAR Sprinkler Inspection: \$1,800

Additional Non-Routine Services	\$5,630
ANSUL System Replacement	\$6,445
ANSUL System Repair	\$4,125
Fire Pump Repair	<u>\$7,090</u>
	\$23,290

