

**NAPA COUNTY AGREEMENT NO. 230037B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230037B is made and entered into as of this _____ day of _____ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and HCI SERVICES, INC., a California corporation, whose business address is 1354 S. Parkside Place, Ontario, CA 91761, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230037B entered into as of June 21, 2022 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide annual monitoring, testing, inspection and maintenance of fire alarms located in COUNTY owned or operated buildings; and

WHEREAS, on November 8, 2022 COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work 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 and to increase maximum compensation to accommodate the need for additional routine and non-routine services.

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 Exhibits “A-1” and “B-1” of the Agreement are rescinded and replaced in full by those documents entitled Exhibit “A-2” and “B-2”, respectively, incorporated herein, and all references in the Agreement to Exhibit “A”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 a total of FORTY-NINE THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$49,220) for routine professional services per fiscal year and NINETY-FIVE THOUSAND DOLLARS (\$95,000) for authorized non-routine maintenance, authorized repair services and authorized emergency services as requested by the County's Director of Public Works or designee for fiscal year 22/23; and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per fiscal year in years 2-5; 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. **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.

5. **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.


6. This Amendment No. 2 shall be effective as of January 1, 2023.


7. Except as provided in paragraphs 1 through 6 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.

HCI SERVICES, INC.

By: 
_____ **DREW TURNER, President**

By: 
_____ **CARLA ROBLES, Controller**

“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: January 12, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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:

I. DESCRIPTION OF SERVICES

I. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing, and necessary maintenance at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY's Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit "D".

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes
Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2

Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	50+/-	unknown	Yes
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

II. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing and necessary maintenance, with 25% of total equipment tested each quarter, at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY's Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit "D".

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes
JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes
New Jail	1125 Third St.	Notifier 1010	260	60,000	No - Monitored local
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	unknown	Yes
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes

South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

III. CONTRACTOR shall provide COUNTY with monitoring at the following ITS Cold Room locations and shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code. Unless otherwise indicated, all locations are in Napa, California.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes
Building A - ITS Cold Room	2751 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes
Building B - ITS Cold Room	2752 Napa Valley Corporate Dr.	RHINO 10-050 Series	NA	NA	Yes
Building 4 - ITS Cold Room	2753 Napa Valley Corporate Dr.	RHINO 10-050 Series	NA	NA	Yes

IV. **Non Routine and Emergency Services:** CONTRACTOR shall provide COUNTY with authorized non-routine maintenance, authorized repair services, and authorized emergency service as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit "B-2", plus parts.

Response Time: CONTRACTOR shall communicate receipt of requests for non-routine maintenance and repair services within twenty-four (24) hours. CONTRACTOR shall provide on-site Emergency service within four (4) hours of requests.

Written Reports: A written report, utilizing the format established by the NFPA, shall be provided for each inspection and test at each location. CONTRACTOR shall email inspection reports to the COUNTY's 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 6:30 am and 8:30 am, or as mutually determined by the COUNTY's Director of Public Works or Designee and CONTRACTOR, Monday through Friday, excluding holidays to minimize the effect on normal operation of the facilities, each of which has special security needs.

Minimum Certifications and Licensing: A California C10 Contractor's License is required. Registration with the California Department of Industrial Relations (DIR) is required in order submit a proposal 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

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing / Inspection Cost
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes	\$360	\$2,560
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes	\$360	\$640
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes	\$360	\$640
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes	\$360	\$640
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes	\$360	\$640
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes	\$360	\$640
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes	\$360	\$320
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local		\$640
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes	\$360	\$640
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes	\$360	\$640
Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes	\$360	\$2,560
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local		\$320
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2		\$320
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)	\$900	\$320
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2		\$320
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	50+/-	unknown	Yes	\$360	\$1,280
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes	\$360	\$640
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes	\$360	\$1,280
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes	\$360	\$2,560

JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local		\$3,840
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes	\$360	\$3,840
New Jail	1125 Third St.	Notifier 1010	260	60,000	No - Monitored local		\$3,840
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	unknown	Yes	\$360	\$3,840
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes	\$360	\$3,840
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes	\$360	\$1,600
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes	\$360	\$1,280
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes	\$360	
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes	\$360	
Building A - ITS Cold Room	2751 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building B - ITS Cold Room	2752 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building 4 - ITS Cold Room	2753 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	

Sub Total Annual Cost	\$9,540	\$39,680
TOTAL ANNUAL COST	\$49,220	

DIR Number: PW-LR-1000401285

All Pricing in the above chart shall be on an annual basis

Non Routine and Emergency Services: Contract may include up to \$95,000 for fiscal year 22/23 and \$25,000 per fiscal year in years 2-5 for non-routine and emergency services at the hourly rate listed below, plus parts.

Hourly Rate for Maintenance and Service is \$180
Discount off List Price for Parts is 10%

Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage