

ATTACHMENT 1

AMENDMENT NO. 3 TO AGREEMENT NO. C2019-250 Fire Systems Testing, Inspection, Maintenance and Monitoring

City Budget Code: 10030704-53322
10030705-53322
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23640870-53322

This Amendment No. 3 ("**Amendment**") to City Agreement No. C2019-250, entitled Fire Systems Testing, Inspection, Maintenance and Monitoring ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and HCI Systems, Inc., a California Corporation ("**Contractor**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Contractor entered into the Agreement, effective September 23, 2019, for an amount not to exceed \$125,000, pursuant to which Contractor agreed to perform certain services more described in the Agreement ("**Services**"), generally including quarterly and annual fire sprinkler testing/inspection, annual fire extinguisher inspection, annual fire alarm testing/inspection, annual fire alarm system monitoring, five-year sprinkler inspections, and maintenance and repairs of fire systems. City and Contractor previously entered into Amendment No.1 to the Agreement, effective December 10, 2020, to expand the Services performed under the Agreement. Additionally, City and Contractor entered into Amendment No. 2 to the Agreement, effective August 19, 2021, to extend the term through August 31, 2023, and revised the total contract not to exceed amount to an amount not to exceed \$250,000.

B. City and Contractor desire to extend the term of the Agreement for the Contractor to continue Services under the Agreement.

NOW, THEREFORE, the City and the Contractor, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.
2. PAYMENT. City will compensate Contractor for satisfactory performance of the continued Services in an amount not to exceed \$30,000. The cumulative total compensation payable to the Contractor will not exceed \$280,000 without prior written authorization from the City (based on \$250,000 for the original Agreement and any prior amendments thereto, plus \$30,000 for this Amendment).
3. TERM. Section 5 of the Agreement ("**TERM**") is amended to extend the term of the Agreement until August 31, 2025.
4. EXHIBIT "A." Exhibit "A" (Scope of Services and Schedule of Performance) is hereby amended by deleting the existing Exhibit "A" in its entirety and replacing it with Exhibit "A" attached hereto and incorporated herein by reference.
5. EXHIBIT "B." Exhibit "B" (Compensation Rates and Charges) is hereby amended by deleting the existing Exhibit "B" in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by reference.
6. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, hereof

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whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

7. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Contractor and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONTRACTOR:
HCI Systems, Inc., a California Corporation

By: _____

By: _____
Hany Dimitry, President

Date: _____
("Effective Date")

By: _____
Dario Canizalez, Chief Financial Officer

COUNTERSIGNED:

APPROVED AS TO FORM:

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

1.0 SCOPE OF SERVICES. Contractor will perform the Additional Services described in this Exhibit "A," in accordance with the terms of the Agreement.

1.1 Annual Fire Alarm Testing/Inspection. Contractor shall inspect and test the Fire Alarm System, audio/visuals, magnetic door holds, auxiliary functions (HVAC shutdown, elevator recall, etc.), and central station monitoring. Contractor shall test all waterflow and tamper switches during inspection. Contractor shall test and inspect all fire alarm related devices and functions, per NFPA 72. A detailed report shall be provided following each inspection. Contractor shall only be compensated for completed service regardless of the annual rates specified in Exhibit "B".

Locations:

Corporate Yard (770 Jackson Street): Main Building, Stores Building, Lube Shop, Facilities Shop, Sign Shop and Parks Building
City Hall (955 School Street)
Community Services Building (1600 First Street)
EIB Jamieson Canyon Water Treatment Plant (270 Kirkland Ranch Road)
Fire Station 1 (930 Seminary Street)
Fire Station 2 (1501 Park Avenue)
Fire Station 3 (2000 Trower Avenue)
Fire Station 4 (251 Gasser Drive)
Fire Station 5 (3001 Browns Valley Road)
Goodman Library (1219 First Street)
Las Flores Community Center (4300 Linda Vista Avenue)
Police Department (1539 First Street)
Senior Center Main Building and Annex (1500 Jefferson Street)
Second Street Garage (Second and Coombs Streets)
Pearl Street Garage (Pearl and Coombs Streets)
Clay Street Garage (Clay and Franklin Streets)

1.2 Annual and Quarterly Fire Sprinkler Testing/Inspection. Contractor shall perform one (1) Annual Sprinkler Inspection to include the visual inspection of the sprinkler heads (in all areas accessible during the inspection) and the required main drain test and perform three (3) quarterly inspections of the fire sprinkler system components only, per NFPA 25. A detailed report shall be provided following each inspection. Contractor shall only be compensated for completed service regardless of the annual rates specified in Exhibit "B".

Locations:

City Hall (955 School Street)
Community Services Building (1600 First Street)
EIB Jamieson Canyon Water Treatment Plant (270 Kirkland Ranch Road)
(Includes Annual Fire Hydrant and Annual Fire Pump Inspection)
Fire Station 2 (1501 Park Avenue)
Fire Station 3 (2000 Trower Avenue)
Fire Station 4 (251 Gasser Drive)
Fire Station 5 (3001 Browns Valley Road)
Goodman Library (1219 First Street)
Las Flores Community Center (4300 Linda Vista Avenue)
Police Department (1539 First Street)
Senior Center Main Building and Annex (1500 Jefferson Street)
Second Street Garage (Second and Coombs Streets)
Pearl Street Garage (Pearl and Coombs Streets)
Clay Street Garage (Clay and Franklin Streets)

- 1.3 Fire Extinguisher Inspection. Contractor shall perform annual fire extinguisher inspections, including labor to inspect the fire extinguishers on an annual basis, per NFPA 10. Contractor shall only be compensated for completed service regardless of the annual rates specified in Exhibit "B".

Locations:

Corporate Yard (770 Jackson Street): Main Building, Stores Building, Lube Shop, Facilities Shop, Sign Shop and Parks Building
City Hall (955 School Street)
Community Services Building (1600 First Street)
Fire Station 1 (930 Seminary Street)
Fire Station 2 (1501 Park Avenue)
Fire Station 3 (2000 Trower Avenue)
Fire Station 4 (251 Gasser Drive)
Fire Station 5 (3001 Browns Valley Road)
Goodman Library (1219 First Street)
Las Flores Community Center (4300 Linda Vista Avenue)
Police Department (1539 First Street)
Senior Center Main Building and Annex (1500 Jefferson Street)
Second Street Garage (Second and Coombs Streets)
Pearl Street Garage (Pearl and Coombs Streets)
Clay Street Garage (Clay and Franklin Streets)
Housing/Development (1600 Clay Street)
Human Resources (1541 Second Street)

- 1.4 Five (5) Year Sprinkler Inspections. In accordance with NFPA 25, perform 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(s). Perform main drain flow tests. 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). 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 back flush 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. A detailed report shall be provided following each inspection. Contractor shall only be compensated for completed service regardless of the annual rates specified in Exhibit "B".

Locations:

City Hall (955 School Street)
Community Services Building (1600 First Street)
EIB Jamieson Canyon Water Treatment Plant (270 Kirkland Ranch Road)
(Includes Annual Fire Hydrant and Annual Fire Pump Inspection)
Fire Station 2 (1501 Park Avenue)
Fire Station 3 (2000 Trower Avenue)
Fire Station 4 (251 Gasser Drive)
Fire Station 5 (3001 Browns Valley Road)
Goodman Library (1219 First Street)
Las Flores Community Center (4300 Linda Vista Avenue)
Police Department (1539 First Street)
Senior Center Main Building and Annex (1500 Jefferson Street)
Second Street Garage (Second and Coombs Streets)

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Pearl Street Garage (Pearl and Coombs Streets)
Clay Street Garage (Clay and Franklin Streets)

- 1.5 Monthly Fire Pump Inspection. Contractor shall perform (11) monthly fire pump inspections on one (1) fire pump at the EIB Jamieson Canyon Water Treatment Plant. Contractor shall only be compensated for completed service regardless of the annual rates specified in Exhibit "B".
- 1.6 Fire Systems Repair Services. Contractor will notify City if it determines that a repair to the fire system is needed. Upon request by City staff, Contractor shall provide the City's Authorized Representative with a written estimate that specifies: (1) a description of the repair services to be provided by Contractor; and (2) the schedule and estimated cost of providing the repair services. The estimated costs shall include a breakdown of labor hours and parts. Contractor shall not commence any repair activities until the City's Authorized Representative has authorized Contractor to proceed with the repair services in writing. The City reserves its right to seek repair estimates from outside vendors if it believes the same work can be performed at a more competitive cost. Repair services will be paid according to the hourly rate specified in Exhibit B.

2.0 SCHEDULE OF PERFORMANCE. Contractor shall maintain records of each inspection and/or test and schedule with the City's Authorized Representative.

3.0 PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

- 3.1 Prevailing Wages. Contractor must comply with the prevailing wage requirements applicable in Napa County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- 3.2 Working Hours. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Contractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.
- 3.3 Payroll Records. Contractor must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Contractor must electronically submit certified payroll records as required by Labor Code section 1771.4(a).
- 3.4 Apprentices. If the total compensation payable under this Agreement is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.
- 3.5 Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Contractor must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Contractor must post all job

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site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Contractor certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT “B”

COMPENSATION RATES AND CHARGES

1. AUTHORIZED EXPENSES AND RATES

Contractor is not required to identify hourly rates for testing, inspection and monitoring services performed under this Agreement. Rather, the Contractor will submit invoices to the city based on the completion of the “Performance Tasks” identified below, for which, upon approval of completion by the City’s Authorized Representative, the City will pay the Contractor within 30 days after approval of each invoice the corresponding lump sum payment, subject to the not-to-exceed limit in Section 3 (Payment) of the Agreement.

1.1 Annual Fire Alarm Testing/Inspection

Location	Address	Testing/Inspection Annual Rate
Corporate Yard	770 Jackson Street	\$1,032
City Hall	955 School Street	\$516
Community Services Building	1600 First Street	\$258
EIB Jamieson Canyon Water Treatment Plant	270 Kirkland Ranch Road	\$1080
Fire Station 1	930 Seminary Street	\$516
Fire Station 2	1501 Park Avenue	\$258
Fire Station 3	2000 Trower Avenue	\$258
Fire Station 4	251 Gasser Drive	\$516
Fire Station 5	3001 Browns Valley Road	\$258
Goodman Library	1219 First Street	\$258
Las Flores Community Center	4300 Linda Vista Avenue	\$258
Police Department	1539 First Street	\$774
Senior Center Main Building and Annex	1500 Jefferson Street	\$258
Second Street Garage	Second and Coombs Streets	\$516
Pearl Street Garage	Pearl and Coombs Streets	\$258
Clay Street Garage	Clay and Franklin Streets	\$516
Total Annual Rate		\$7,530

1.2 Annual and Quarterly Fire Sprinkler Testing/Inspection

Location	Address	Annual Inspection (1)
City Hall	955 School Street	\$624
Community Services Building	1600 First Street	\$624
EIB Jamieson Canyon Water Treatment Plant	270 Kirkland Ranch Road	\$1160
Fire Station 2	1501 Park Avenue	\$624
Fire Station 3	2000 Trower Avenue	\$624
Fire Station 4	251 Gasser Drive	\$781
Fire Station 5	3001 Browns Valley Road	\$624
Goodman Library	1219 First Street	\$624
Las Flores Community Center	4300 Linda Vista Avenue	\$624
Police Department	1539 First Street	\$624
Senior Center Main Building and Annex	1500 Jefferson Street	\$781
Second Street Garage	Second and Coombs Streets	\$624
Pearl Street Garage	Pearl and Coombs Streets	\$624
Clay Street Garage	Clay and Franklin Streets	\$624
Total Annual Rate		\$9586

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Location	Address	Quarterly (3 Inspections)
City Hall	955 School Street	\$702
Community Services Building	1600 First Street	\$702
EIB Jamieson Canyon Water Treatment Plant	270 Kirkland Ranch Road	\$702
Fire Station 2	1501 Park Avenue	\$702
Fire Station 3	2000 Trower Avenue	\$702
Fire Station 4	251 Gasser Drive	\$702
Fire Station 5	3001 Browns Valley Road	\$702
Goodman Library	1219 First Street	\$702
Las Flores Community Center	4300 Linda Vista Avenue	\$702
Police Department	1539 First Street	\$702
Senior Center Main Building and Annex	1500 Jefferson Street	\$702
Second Street Garage	Second and Coombs Streets	\$702
Pearl Street Garage	Pearl and Coombs Streets	\$702
Clay Street Garage	Clay and Franklin Streets	\$702
	Total Annual Rate	\$9828

1.3 Fire Extinguisher Inspection

Location	Address	Quantity	Inspection Annual Rate
Corporate Yard	770 Jackson Street	72	\$864
City Hall	955 School Street	10	\$120
Community Services Building	1600 First Street	5	\$60
Fire Station 1	930 Seminary Street	3	\$36
Fire Station 2	1501 Park Avenue	3	\$36
Fire Station 3	2000 Trower Avenue	2	\$24
Fire Station 4	251 Gasser Drive	4	\$48
Fire Station 5	3001 Browns Valley Road	3	\$36
Goodman Library	1219 First Street	3	\$36
Las Flores Community Center	4300 Linda Vista Avenue	5	\$60
Police Department	1539 First Street	20	\$240
Senior Center Main Building and Annex	1500 Jefferson Street	13	\$156
Second Street Garage	Second and Coombs Streets	2	\$24
Pearl Street Garage	Pearl and Coombs Streets	1	\$12
Clay Street Garage	Clay and Franklin Streets	1	\$12
Housing / Development	1600 Clay Street	8	\$96
Human Resources Building	1541 Second Street	2	\$24
	Total Annual Rate		\$1884

1.4 Five Year Fire Sprinkler and Standpipe System Testing

Location	Address	Quarterly (3 Inspections)
City Hall	955 School Street	\$700
Community Services Building	1600 First Street	\$700
EIB Jamieson Canyon Water Treatment Plant	270 Kirkland Ranch Road	\$700
Fire Station 2	1501 Park Avenue	\$700
Fire Station 3	2000 Trower Avenue	\$700
Fire Station 4	251 Gasser Drive	\$1,300
Fire Station 5	3001 Browns Valley Road	\$700

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Goodman Library	1219 First Street	\$700
Las Flores Community Center	4300 Linda Vista Avenue	\$700
Police Department	1539 First Street	\$700
Senior Center Main Building and Annex	1500 Jefferson Street	\$1300
Second Street Garage	Second and Coombs Streets	\$700
Pearl Street Garage	Pearl and Coombs Streets	\$700
Clay Street Garage	Clay and Franklin Streets	\$700
	Total Annual Rate	\$11,000

1.5 Monthly Fire Pump Inspection

Location	Address	Total Annual Rate
EIB Jamieson Canyon Water Treatment Plant	270 Kirkland Ranch Road	\$2,200

2 AUTHORIZED HOURLY RATES

Contractor will be compensated for time reasonably necessary to provide non-scheduled, emergency or time and material services based on the following hourly rate schedule. Contractor will submit invoices to the City based on completion of prior authorized maintenance services, for which, upon approval of completion by the City's Authorized Representative, the City will pay the Contractor within 30 days after approval of each invoice, subject to the not-to-exceed limit in Section 3 (Payment) of the Agreement.

	Straight Time (per hour)	Overtime (per hour)	Double Overtime (per hour)
Technician (Fire/Security/DAS/ Suppression/Nurse Call)	\$185.00	\$215.00	\$265.00
Fire Sprinkler Fitter	\$185.00	\$215.00	\$265.00
Dispatch Labor Charge	\$159.00		
Travel Time	Travel time portal-to-portal		
Minimum Charge	3-hr technician / 4-hr sprinkler fitter		