

# ATTACHMENT 1

## AMENDMENT NO. 6 TO AGREEMENT NO. C2017-205 Preventive Maintenance of Heating and Cooling Systems

City Budget Code: Various

This Amendment No. 6 (“**Amendment**”) to City Agreement No. C2017-205, entitled Preventive Maintenance on Heating and Cooling Systems (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Bell Products, Inc., a California Corporation (“**Consultant**”), 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 Consultant entered into the Agreement, effective July 14, 2017, for an amount not to exceed \$75,000 per fiscal year for a total contract not to exceed amount of \$225,000, pursuant to which Consultant agreed to perform certain services more particularly described in the Agreement (“**Services**”), generally including regularly scheduled preventive maintenance on heating and cooling units. City and Consultant previously entered into Amendment No.1 to the Agreement, effective November 29, 2017, to increase the not to exceed amount in FY 2017/18 and FY 2018/19 to \$125,000, which increased the total contract not to exceed amount to \$325,000. City and Consultant entered into Amendment No. 2 to the Agreement, effective August 7, 2020, to extend the term through June 30, 2021 and increase the total contract not to exceed amount to \$400,000. City and Consultant entered into Amendment No. 3 to the Agreement, effective July 16, 2021, to extend the term through June 30, 2023 and increase the total contract not to exceed amount to \$550,000. City and Consultant entered into Amendment No. 4 to the Agreement, effective July 18, 2023, to extend the term through June 30, 2026 and increase the total contract not to exceed amount to \$950,000. Additionally, City and Consultant entered into Amendment No. 5 to the Agreement, effective November 15, 2023, to increase the total contract not to exceed amount to \$950,000 and update the scope of work and rates.

B. City has determined that additional Services (“**Additional Services**”) are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, 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 Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$500,000. The cumulative total compensation payable to the Consultant will not exceed \$1,450,000 without prior written authorization from the City (based on \$950,000 for the original Agreement and any prior amendments thereto, plus \$500,000 for this Amendment).

3. **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, 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

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provisions.

4. **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 Consultant 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**

**CONSULTANT:**  
**Bell Products, Inc., a California Corporation**

By: \_\_\_\_\_  
Julie B. Lucido, Public Works Director

By: \_\_\_\_\_  
Paul D. Irwin, Chief Executive Officer

By: \_\_\_\_\_  
Jeff Alcayaga, Secretary

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sabrina S. Wolfson, Interim City Attorney