

ATTACHMENT 1

AMENDMENT NO. 5 TO AGREEMENT NO. C2017-205 Preventive Maintenance on Heating and Cooling Systems

City Budget Code: Various

This Amendment No. 5 ("**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 the 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 the 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. Additionally, City and Consultant entered into the 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.

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. AMENDMENT.

2.1 Section 3 of the Agreement ("**COMPENSATION**") is hereby amended by deleting the existing language in its entirety and replacing it with the following:

3. COMPENSATION.

A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Compensation Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. The cumulative total compensation payable to the Consultant will not exceed \$950,000 without prior written authorization from the City. Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.

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2.2 SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

2.3 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.

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter hereof. This Amendment supersedes all prior negotiations, agreements and understandings regarding the subject matter hereof 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.

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

Date: _____
("Effective Date")

By: _____
Jeffrey F Alcayaga, Secretary

COUNTERSIGNED:

APPROVED AS TO FORM:

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EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:

1. General Repair Services. Consultant will notify City if a repair of an HVAC unit is needed outside of the maintenance Services. Upon request by City by the City's Authorized Representative, Consultant shall provide the City's Authorized Representative, a written estimate that specifies: (1) a description of the repair services required for the HVAC unit; and (2) the schedule and estimated cost of providing the repair services. The estimated costs shall include a breakdown of labor hours and parts. Following written authorization from the City's Authorized Representative, Consultant shall perform and complete the repair services as specified in the written authorization. Consultant is not entitled to payment for any repair services performed without a written authorization, or for repair services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form. 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.
2. Unit Replacement Services. Consultant will notify the City's Authorized Representative if an HVAC unit has reached the end of its useful life and is in need of replacement. Upon request by City staff, Consultant shall provide the City Facilities Superintendent, or designee, a written estimate that specifies: (1) a description of the replacement services to be provided by Consultant; and (2) the schedule and estimated cost of providing the replacement services. The estimated costs shall include a breakdown of labor hours and parts. Following written authorization from the City's Authorized Representative, Consultant shall perform and complete the replacement services as specified in the written authorization. Consultant is not entitled to payment for any replacement services performed without a written authorization, or for replacement services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form. The City reserves its right to seek replacement estimates from outside vendors if it believes the same work can be performed at a more competitive cost.

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EXHIBIT "B"

COMPENSATION RATES AND CHARGES

1.1 Preventive Maintenance Rates and Frequency of Services.

Building	Address	HVAC Units	Preventive Maintenance Cost Per Service	Frequency Per Year	Total Preventive Maintenance Cost Per Building	FY24 Munis	Est Annual Material Cost	Repair Account Numbers
City Hall	955 School St.	14	1,033.50	3	\$3,100.50	10030704-53322	\$1,650	10030704-53322
CSB	1600 First St	3	477.00	3	\$1,431.00	10030704-53322	\$1,375	10030704-53322
Senior Center	1500 Jefferson St	17	874.50	3	\$2,623.50	10030704-53322	\$1,155	10030704-53322
Police Station	1539 First St	49	2,544.00	3	\$7,632.00	10030704-53322	\$2,860	10030704-53322
PD Part II - (Filters Only)	1539 First St	49	795.00	3	\$2,385.00	10030704-53322	\$880	10030704-53322
Personnel	1541 Second St.	3	357.75	3	\$1,073.25	10030704-53322	\$358	10030704-53322
Corp Yard	770 Jackson St	1	159.00	3	\$468.00	10030705-53322	\$275	10030705-53322
Fleet	770 Jackson St	1	159.00	3	\$477.00	10030705-53322	\$220	10030705-53322
Public Works Building 1 & 2	770 Jackson St	4	318.00	3	\$954.00	10030705-53322	\$220	10030705-53322
Telecommunications	770 Jackson St	1(Split)	\$159.00	3	\$477.00	10030705-53322	\$330	10030705-53322
Warehouse	770 Jackson St	1	159.00	3	\$477.00	10030705-53322	\$275	10030705-53322
Lube Shop	770 Jackson St	1	159.00	3	\$477.00	10030705-53322	\$275	10030705-53322
Parks 1 & 2	770 Jackson St	4	159.00	3	\$477.00	10030705-53322	\$330	10030705-53322
Microwave Tower	770 Jackson St	1	159.00	3	\$477.00	10030705-53322	\$138	10030705-53322
Water Div	770 Jackson St	4	238.50	3	\$715.50	10030705-53322	\$303	10030705-53322
Fire Station #1	930 Seminary	9	636.00	4	\$2,544.00	10030704-53322	\$990	10030704-53322
Fire Station #2	1501 Park Ave	4	238.50	4	\$954.00	10030704-53322	\$1,155	10030704-53322
Fire Station #3	2000 Trower	1(Split)	318.00	4	\$1,272.00	10030704-53322	\$440	10030704-53322
Fire Station #4	251 Gasser Dr	10	874.50	4	\$3,498.00	10030704-53322	\$880	10030704-53322
Fire Station #5	3001 Browns Valley Rd	9	715.50	4	\$2,862.00	10030704-53322	\$825	10030704-53322
Las Flores	4300 Linda Vista Ave	4	357.75	3	\$1,073.25	10030704-53322	\$248	10030704-53322
Goodman Library	1219 First St.	2	238.50	2	\$477.00	10030704-53322	\$138	10030704-53322
Pelusi Building	2296 Streblow Dr.	1	159.00	3	\$477.00	10030704-53322	\$1,430	10030704-53322
Jameson WTP	270 Kirkland Ranch Rd	7 +	1,908.00	3	\$5,724.00	53060116-53320	\$578	53060116-53320
Hennessey WTP	1050 Sage Canyon Rd	9	715.50	3	\$2,146.50	53060116-53320	\$468	53060116-53320
Communications	Sugar Loaf Peak	2	397.50	2	\$795.00	10030704-53322	\$358	10030704-53322
Communications	Montecito Blvd	1	159.00	2	\$318.00	10030704-53322	\$358	10030704-53322
Communications	3691 Montana Blvd	1	238.50	2	\$477.00	10030704-53322	\$358	10030704-53322
Communications	4955 Lake County Hwy	2	636.00	2	\$1,272.00	10030704-53322	\$330	10030704-53322
TOTAL			15,343.50		\$47,134.50		\$19,196	

2.1 Hour and Rates for Repair and Replacement Services.

Hours.

Regular Hours	Monday thru Friday 7:00 am – 5:00 pm
Overtime Hours	Monday thru Friday 5:00 pm – 7:00 am Saturday 12:00 am – 12:00 pm After eight (8) consecutive hours
Double Time	Sunday 12:00 am – 12:00 pm Holidays

Rates.

Mechanic	
Regular Hourly Rate	\$169.00 Per Hour
Overtime Hourly Rate	\$253.50 Per Hour
Sunday / Holiday Hourly Rate	\$338.00 Per Hour
Truck Charge	\$65.00 Per Job

3.1 Annual Rate Increase.

Consultant may request an increase in the rates set forth above, on an annual basis, beginning July 2024 and each July thereafter during the term of the Agreement. Rates may be increased by the percentage equal to the rate of increase in the Consumer Price Index for the San Francisco – Oakland area as published by the Bureau of Labor Statistics for the year immediately preceding, with City's prior written approval. Consultant shall provide City with at least 60 days advance written notice of a proposed increase. Only one (1) request may be granted per calendar year, not to exceed five (5) percent. The requested increase is only effective 30 days after being approved in writing by the City. An increase in rates shall not result in any increase in the not-to-exceed limit in Section 2.1 of this Agreement. The continuation of this Agreement from year to year is dependent upon City appropriating sufficient funds for payment of Consultant's services in future fiscal years; payment for additional work is conditional and limited to the amount of future City's appropriations.