

**NAPA COUNTY AGREEMENT NO. 210313B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 210313B is made and entered into as of this _____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and ENGIE SERVICES U.S. INC., a California S-corporation, whose mailing address is 500 12th Street, Suite 300, Oakland, CA 94607, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 210313B entered into as of March 23, 2021, and effective April 1, 2021 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide solar photovoltaic (PV) power systems services throughout County facilities; and;

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to remove monitoring services from the scope of work and increase the compensation rates for 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. Exhibit “A” and “B” of the Agreement are rescinded and replaced in full by those documents entitled Exhibit “A-1” and “B-1”, incorporated herein, and all references in the Agreement to Exhibit “A” and “B” shall mean Exhibit “A-1” and B-1”, 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-1”, attached hereto.
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-1”, 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 TWO THOUSAND TWO

HUNDRED AND THIRTY-FIVE DOLLARS (\$2,235) for one-time preliminary assessment fees, and TWENTY-SIX THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$26,641) for routine professional services per fiscal year for fiscal years 2020/2021 through 2023/2024, and ELEVEN THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS (\$11,124) per fiscal year for fiscal years 2020/2021 through 2023/2024 for authorized non-routine or on-call services per fiscal year; and TWENTY-ONE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$21,780) for routine professional services and FIFTEEN THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS (\$15,985) for fiscal year 2024/2025 for authorized non-routine or on-call 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.

4. **Counterparts.** 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.

5. **Electronic Signatures.** 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.

6. This Amendment No. 1 shall be effective as of July 1, 2024.

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. 1 was executed by the parties hereto as of the date first above written.

ENGIE SERVICES U.S. INC.

DocuSigned by:
By *Courtney Jenkins*
C332BEFR0042485
COURTNEY JENKINS, Vice President and
General Manager

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DocuSigned by:
By *Sarah Pearce*
1833X11108DE1A0
SARAH PEARCE, Chief Financial Officer

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, 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: <u>June 5, 2024</u></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-1”**SCOPE OF WORK****FY20/21-FY23/24**

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Routine Solar Photovoltaic (PV) Power System Cleaning, Maintenance and Monitoring Services of COUNTY owned solar photovoltaic power systems (PV Systems) located at:

Site	Capacity, kW AC	Commercial Operation Date	Manufacturer	System Type
Napa County Airport Hangar Bldg. 2030 Airport Rd.	32.4	2014	PowerOne	Roof
Napa County Airport IATA Bldg. 2000 Airport Rd.	74.88	2013	PowerOne	Roof
Greenwood Ranch Fire Station 1555 Airport Rd.	17.28	2013	PowerOne	Roof
Napa County Sheriff’s Office 1535 Airport Rd.	289.92	2014	PowerOne	Carport
Animal Shelter 942 Hartle Ct.	63.36	2013	PowerOne	Roof
Napa County Library 580 Coombs St.	52.56	2014	PowerOne	Roof
Yountville Corp Yard 7292 Silverado Trl.	12	2013	PowerOne	Roof
Homeless Shelter 100 Hartle Ct.	44.16	2013	PowerOne	Roof
5th Street Parking Garage 1100 5th St.	64.8	2008	Envision	Carport
Juvenile Justice Center 212 Walnut St.	83	2003	Sun Power	Roof

II. PRELIMINARY ASSESSMENT PRIOR TO MAINTENANCEPreliminary Condition and Monitoring Assessment:

- Notify COUNTY if the manufacturers of modules, panels, and inverters are still in business and are producing replacement parts, and where to obtain parts if the manufacturers are no longer in business.
- Visit each PV site and assess condition of PV System.

Condition Assessment Report:

Prepare a report for each of the PV Systems that summarizes the findings of the work addressed in the above tasks and includes the following:

- Table of Contents
- Site Description
- Name of site
- Date of site visit
- Names of personnel present who conducted the site visit and initial assessment
- A detailed description of the assessment process and methodology.
- Photos of inverters, inverter nameplate, bottom of panel, top of panel, meter, PV System conduit transitions, displays related to the PV System, transformer, panel, switchgear, and all other appurtenances associated with PV System
- Initial written assessment that details the condition of the PV System with regards to the presence of corrosion, water damage, wire connection quality, labeling, compliance with NEC 70E, overall maintenance and cleanliness assessment, panel mounting state, panel locking mechanism state, panel/combiner box state, rodents or bugs, sun damage and visual inspection of quality of display
- Table including readings taken from inverter displays and meter displays.
- Summary of findings for each site. Table including findings and action items based off of system assessment and recommended repairs
- Detailed description of work performed
- Details of any deviations and/or data gaps identified during preparation of this condition assessment and their significance on the overall findings of the assessment

Final Condition Assessment Report:

- Following COUNTY approval and prior to COUNTY’S acceptance of work under this Agreement, CONTRACTOR shall submit one electronic copy of the final approved report in PDF format to COUNTY. Attach all photos taken to the report.

Deliverable	Due Date
Final Condition Assessment Report	Within six (6) months of execution of the Agreement.

III. ANNUAL CLEANING

- Module Cleaning – Once **annually** in spring time or early summer
 - Rooftop Solar array visual inspections during module cleaning
- * Follow storm water guidelines as required
 * Clean in the early morning

* Do not clean in direct sunlight

IV. OPERATIONS AND MAINTENANCE PLAN

ANNUAL PREVENTATIVE MAINTENANCE

- Thermal images of all equipment, as well as PV arrays to look for damaged electrical components
 - Combiner Boxes
 - Central Inverters
 - String Inverters
 - DC & AC Disconnects
 - AC Combiner Panel
 - Transformers
 - Main Service Board
 - Weather Station (if applicable)
 - Data Acquisition System (if applicable)
- Inverter Inspection
 - Inverter filter cleaning
 - Inverter pad cleaning
- PV panel inspection
 - Check for broken or damaged panels
- Inspection of all electrical equipment for water ingress, rust, or structural damage
 - Combiner Boxes
 - Central Inverters
 - String Inverters
 - DC & AC Disconnects
 - AC Combiner Panel
 - Transformers
 - Main Service Board
 - Weather Station (if applicable)
 - Data Acquisition System (if applicable)
- Inspection and Voltage & Current testing
 - Voltage test of strings
 - Inverters
 - DC current testing
 - Open circuit voltage testing
 - Visual inspection of mechanical components
 - Mounting systems

- Visual inspections of AC & DC electrical components
 - Including conductors
 - Conduit
 - Connectors
 - Enclosures
 - Disconnects
 - Switch gear

- Routine monitoring system maintenance and data integrity check, as required
 - Routine system maintenance to include correction of loose electrical connections, ground connections
 - Replacement of defective modules found during testing
 - Other minor maintenance repair work
 - Inspect combiner boxes
 - Tighten connections
 - Site drainage inspection
 - Ground system testing
 - Sensor calibration / replacement

MAINTENANCE REPORT

- Mechanical Inspection of PV Installation
 - Inspect all arrays for broken/damage modules
 - Look for missing or damaged clamps, racking components, conduits etc.
 - Inspect roofs for damage (before and after cleaning)

- Thermal inspection of inverters, combiner boxes, PV disconnects, and arrays
 - Remove all plastic screens, etc. (Either cut off all sources of power first or wear flash suit.)
 - Thermal images of each section of the inverter. Provide photos of each inverter, including wire terminations and electrical components of the frame

- Electrical Testing
 - Perform string testing on all solar source circuits utilizing Solmetric PV Analyzer and provide resulting report.

- Cleaning
 - Dry Clean or replace Inverter air filters as needed
 - Clean irradiance and temperature sensors on the weather station

- Photos
 - Array before the cleaning
 - Panel cleaners while they are working
 - Arrays after they are clean
 - Damaged or missing components etc. that came up during mechanical inspection

Report:

Submit to COUNTY a written annual maintenance and cleaning report of work performed for each PV System that contains the following:

- Table of Contents
- System Testing
- Visual Inspection
- Maintenance
- Summary of findings for each site
- Detailed description of work performed
- Inspection instrumentation requirements, including:
 - Table indicating manufacturer and model number of instrument used for PV System testing, individual performing test, and last date of instrument calibration
 - Calibration data sheets for instruments used during PV System testing
- Daily production over past year

Deliverable	Due Date
Annual Maintenance and Cleaning Report	Within 45 calendar days of Contractor performing annual maintenance and cleaning

V. On Call Repair and Additional Cleaning

Minor on-call repair and cleaning may be needed at time of inspection/maintenance or at other times as needed to bring systems to basic operational condition. Contractor shall provide the County with on-call minor repairs and additional cleaning as requested by the County’s Director of Public Works or designee at the hourly rates provided in Exhibit “B-1”, plus parts which are not to exceed \$10,000. If any on-call related repair work exceeds \$25,000 in value, bonds shall be required. No repair project over \$45,000 may be authorized under this agreement. Repair work will not commence until authorized by the County’s Director of Public Works or designee.

VI. Reports and Deliverables

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY’s Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

VII. 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.

FY24/25

CONTRACTOR shall provide COUNTY with the following services:

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accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

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EXHIBIT "B-1"**COMPENSATION****FY20/21-FY23/24**

Fixed unit cost. Price for annual services includes all equipment (except for replacement of units), labor, delivery, installation, consultation, vendor profit, shipping, freight, taxes and all other costs. No additional cost will be allowed.

ONE-TIME PRELIMINARY ASSESSMENT FEES

LOCATION	TOTAL
Napa County Airport Hanger Building	\$300
Napa County Airport IATA Building	\$225
Greenwood Ranch Fire Station	\$150
Napa County Sheriff's Office	\$450
Animal Shelter	\$225
Napa County Library	\$300
Yountville Corp Yard	\$150
Homeless Shelter	\$215
5th Street Parking Garage	\$110
Juvenile Justice Center	\$110

COMBINED ONE-TIME PRELIMINARY ASSESSMENT FEES COST	\$2,235
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ANNUAL FEES

LOCATION	TOTAL
Napa County Airport Hanger Building	
Annual Cleaning	\$387
Operations & Maintenance	\$479
Monitoring	\$507
Total	\$1,373
Napa County Airport IATA Building	
Annual Cleaning	\$833
Operations & Maintenance	\$1,108
Monitoring	\$465
Total	\$2,406

Greenwood Ranch Fire Station	
Annual Cleaning	\$298
Operations & Maintenance	\$256
Monitoring	\$336
Total	\$890
Napa County Sheriff's Office	
Annual Cleaning	\$4,760
Operations & Maintenance	\$4,288
Monitoring	\$1,194
Total	\$10,242
Animal Shelter	
Annual Cleaning	\$714
Operations & Maintenance	\$937
Monitoring	\$465
Total	\$2,116
Napa County Library	
Annual Cleaning	\$595
Operations & Maintenance	\$777
Monitoring	\$507
Total	\$1,879
Yountville Corp Yard	
Annual Cleaning	\$298
Operations & Maintenance	\$178
Monitoring	\$379
Total	\$855
Homeless Shelter	
Annual Cleaning	\$506
Operations & Maintenance	\$653
Monitoring	\$422
Total	\$1,581
5th Street Parking Garage	
Annual Cleaning	\$952
Operations & Maintenance	\$959

Monitoring	\$293
Total	\$2,204
Juvenile Justice Center	
Annual Cleaning	\$1,575
Operations & Maintenance	\$1,227
Monitoring	\$293
Total	\$3,095

COMBINED ANNUAL COST	\$26,641
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Billing Rates for authorized on-call repair, cleaning and maintenance services:

Classification/ Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Journeyman Electrician	\$95	\$128	\$190
Apprentice Electrician	\$38	\$51	\$76
PV Module Cleaning	\$70	\$89	\$140

Standard Business Hours are Monday - Friday, 7:00 am to 5:00 pm.
 Non-business Hours & Saturdays Equals 1.5x Rates.
 Sundays & Holidays Equals 2.0 x Rates.

Payment of California Prevailing Wage is required.

D.I.R. Number	1000001498
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MAXIMUM ANNUAL PAYMENTS UNDER THIS AGREEMENT

The annual maximum payment allowed under this contract to the CONTRACTOR is FORTY THOUSAND DOLLARS (\$40,000) for professional services and one-time fees through June 30, 2021 and THIRTY SEVEN THOUSAND SEVEN HUNDRED AND SIXTY-FIVE DOLLARS (\$37,765) for professional services per fiscal year for all future fiscal years.

FY24/25

Fixed unit cost. Price for annual services includes all equipment (except for replacement of units), labor, delivery, installation, consultation, vendor profit, shipping, freight, taxes, and all other costs. No additional cost will be allowed.

ANNUAL FEES

LOCATION	TOTAL
Napa County Airport Hanger Building	
Annual Cleaning	\$387
Operations & Maintenance	\$479
Total	\$866
Napa County Airport IATA Building	
Annual Cleaning	\$833
Operations & Maintenance	\$1,108
Total	\$1,941
Greenwood Ranch Fire Station	
Annual Cleaning	\$298
Operations & Maintenance	\$256
Total	\$554
Napa County Sheriff's Office	
Annual Cleaning	\$4,760
Operations & Maintenance	\$4,288
Total	\$9,048
Animal Shelter	
Annual Cleaning	\$714
Operations & Maintenance	\$937
Total	\$1,651
Napa County Library	
Annual Cleaning	\$595
Operations & Maintenance	\$777
Total	\$1,372
Yountville Corp Yard	
Annual Cleaning	\$298
Operations & Maintenance	\$178
Total	\$476
Homeless Shelter	
Annual Cleaning	\$506

Operations & Maintenance	\$653
Total	\$1,159
5th Street Parking Garage	
Annual Cleaning	\$952
Operations & Maintenance	\$959
Total	\$1,911
Juvenile Justice Center	
Annual Cleaning	\$1,575
Operations & Maintenance	\$1,227
Total	\$2,802

COMBINED ANNUAL COST	\$21,780
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Billing Rates for authorized on-call repair, cleaning, and maintenance services:

Classification/ Job Title	Regular Hourly Rate	Overtime Hourly Rate
Journeyman Electrician ¹	\$117	\$147
Apprentice Electrician ¹	\$65	\$82
Project Management Advisor	\$230	-
Project Management Manager	\$336	-
Sr. PV Field Technician ¹	\$175	\$218
Project Admin Labor & Certified Payroll	\$77	-
Engineer Senior	\$175	-
PV Module Cleaning	\$70	\$89

¹Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

Category	Rate
Mileage ²	\$1 per mile
Lift rental fee	Current Market Price
Material mark-up %	15%

²Mileage calculated for round trip. CONTRACTOR will provide full visibility to mileage prior to site visit in quote. Billed mileage will not change from quote without COUNTY approval.

Standard Business Hours are Monday - Friday, 7:00 am to 5:00 pm.
 Non-business Hours & Saturdays Equals Overtime Rates.

Payment of California Prevailing Wage is required.

D.I.R. Number	1000001498
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