

**NAPA COUNTY AGREEMENT NO. 230464B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230464B 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 SIEMENS INDUSTRY, INC., a Delaware corporation, whose mailing address is 100 Technology Drive, Alpharetta, GA 30005, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230464B entered into as of June 27, 2023 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized technical support for the Siemens Desigo System (a heating, ventilation, and air conditioning (HVAC) management system in various County owned and operated buildings; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to include an additional scope of work related to the completion of system migration to the Siemens Desigo System and to increase maximum compensation for fiscal year 23/24 to accommodate this work.

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-1” is added to the Agreement as an additional scope of work.
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” and Exhibit “A-1”, attached hereto and incorporated by reference herein for the sole purpose of defining the scope of work and not to include or incorporate the terms and conditions set forth therein.
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 “A” and Exhibit “A-1”, attached hereto and incorporated by reference herein for the sole purpose of setting forth the rates associated with the scope of work provided pursuant to this Agreement.

(b) Expenses. Expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “A” and Exhibit “A-1.”

(c) Maximum Amount for Services Identified in Exhibit “A”. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; 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.

Fiscal Year	Routine	Non-Routine	Annual Total
FY23/24	\$49,608	\$20,000	\$69,608
FY24/25	\$52,668	\$25,000	\$77,668
FY25/26	\$54,912	\$25,000	\$79,912

(d) Maximum Amount for Services Identified in Exhibit “A-1”. Notwithstanding subparagraphs (a), (b), and (c), the maximum payments under this Agreement for the services set forth in Exhibit “A-1” shall be SEVENTEEN THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$17,224.51); 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. Work performed under Exhibit “A-1” shall be completed in fiscal year 23/24.

4. Paragraph 4 “**Method of Payment**”, item (d) is hereby amended to read in full as follows:

4. Method of Payment.

(d) CONTRACTOR shall submit invoices not more often than quarterly for routine work related to Exhibit “A” and not more than monthly for non-routine work related to Exhibit “A” and all work related to Exhibit “A-1” to the Public Works Administrative Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit “B”.

5. **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.

6. **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.

7. Except as provided in paragraphs 1 through 6 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

SIEMENS INDUSTRY, INC.

By _____
JOSH FOSSON, Branch General Manager

By _____
MIRIAM BORRELLI, Finance Manager

"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: <u>August 14, 2023</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"

Napa Migration Completion Scope

CONTRACTOR shall provide COUNTY with the following work to complete the system migration to the Siemens Desigo System.

1. Correct item in the graphics that have errors, this is a continuation of the previous work in the Desigo system.
2. Verify links on all pages in the Desigo system and make correction as needed.
3. Install Data mate Advanced software on the Desigo system before shutting down the Insight system. This is to be able to migrate information from the Insight server to the Desigo Server.
 - a. This software will also be used for the relocation of the IP address from Insight to Desigo Server.
4. Create a host file for the relocation of the Insight IP address that are currently 172.x.x.x to the Desigo server.
 - a. No change in physical IP address will be required.
 - b. Verify with Napa County that the routing of the IP address is changed from Insight to Desigo.
 - c. Verify all IP address on the Desigo system and that all data in Desigo is valid.
 - d. Verify network routing with County IT personnel, this will be onsite with Specialist and county IT personnel.
 - e. All 10.x.x.x address to remain in the Desigo Server and has no effect on the Insight server.
5. Verify after IP address from Insight to Desigo are completed that data from all existing building is registered in the system.
6. Provide 1 full day of training on the completed system.
7. All scheduling will be coordinated with County personnel after execution of Amendment No. 1.

Maximum payments under Exhibit "A-1" shall not exceed \$17,224.51. Work related to Exhibit A-1" shall be completed in fiscal year 23/24.