

## ATTACHMENT 2

### AMENDMENT NO. 1 TO AGREEMENT NO. C2024-781 On-Call Control System Integrator Services

City Budget Code: 53060116  
53060117  
53060110  
53060115  
53060120  
53160138  
53960116  
63WQ20UT02

This Amendment No. 1 (“**Amendment**”) to City Agreement No. C2024-781, entitled On-Call Control System Integrator Services Agreement (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and Advanced Integration & Controls, 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 December 26, 2024 with W.M. Lyles Co., a California corporation for an amount not to exceed \$600,000 to perform certain services described in the Agreement (“**Services**”), generally including control system integrator services such as motor control center (MCC), panel logic control (PLC) and human-machine interface (HMI) programming, MCC, PLC and HMI diagnostics, troubleshooting, as well as instrument repair, replacement, and calibration along with after-hours emergency control system support services.

B. On or about March 27, 2026, W.M.Lyles (Assignor) provided written notice to the City that Assignor intended to assign its rights and delegate its obligation under the Agreement to the Assignee, Contractor.

C. On April 13, 2026, the City, Assignor W.M.Lyles and the Assignee Advanced Integration & Controls Contractor agreed to the Assignment of the Agreement.

D. City has determined that replacement and integration of two motor control centers (MCCs) and a control panel for the traveling bridge consume the original funds and it is necessary to increase funds and add time for the fabrication, modification, installation, and commissioning of the electrical and controls equipment and instrumentation as set forth in the *Scope of Services* of the original 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. AMENDMENT TO SECTION 5. Section 5 of the Agreement is hereby amended to extend the Term through June 30, 2029.
3. PAYMENT. City will compensate Contractor for satisfactory performance of the services in an amount Not to Exceed \$1,700,000.00.

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4. 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 provisions.

5. 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:**  
**Advanced Integration & Controls, a California corporation**

By: \_\_\_\_\_  
Joy Eldredge, Utilities Director

By: \_\_\_\_\_  
Shain E. Thomas, Chief Executive Officer

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

By: \_\_\_\_\_  
Allison K. Hunter, Secretary

**COUNTERSIGNED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher J. Diaz, Interim City Attorney