

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 250195B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF AGREEMENT 250195B is made and entered into as of this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and MCK Americas, Inc., whose business address is 150 Executive Park Blvd, Suite 2150, San Francisco CA 94134, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on September 11, 2024, COUNTY and CONTRACTOR entered into Agreement 250195D (renamed “250195B”) for Construction Management and Observation Services for the Fuel Farm Improvement Project at the Napa County Airport; and

WHEREAS, as a result of construction change orders issued for the Project to date, additional compensation is needed for CONTRACTOR to complete post construction services; and

WHEREAS, CONTRACTOR is willing to provide additional construction design review, project management, and observation services for additional fuel farm improvement work to be done.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend Agreement 250195B (the “Agreement”) in the manner set forth below.

1. Paragraphs 2 and 3 of the Agreement shall be amended to read in full as follows:

2. Scope of Services.

CONTRACTOR shall provide COUNTY those services set forth in set forth in Exhibit “A” and Exhibit “A-1”, attached hereto and incorporated herein by reference.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised services, COUNTY shall pay CONTRACTOR at the rates set forth as follows:

(i) For the services set forth in Exhibit “A,” CONTRACTOR shall be paid at the rates set forth in Exhibit “B” up to a maximum of Fifty-Nine Thousand, Five Hundred Dollars (\$59,500.00).

(ii) For the services set forth in Exhibit “A-1,” CONTRACTOR shall be paid at the rates set forth in Exhibit “B-1” attached hereto and incorporated herein by

reference up to a maximum of Thirty-Seven Thousand Nine Hundred Forty-One Dollars (\$37,941.00).

(iii) In consideration of CONTRACTOR'S fulfillment of separate task orders approved in advance in writing by the Airport Manager related to other elements of the Fuel Farm Improvement Project, COUNTY shall pay CONTRACTOR those hourly rates identified in Exhibit "B-1" with total amounts not to exceed any identified task order maximums up to a maximum of Ten Thousand Dollars (\$10,000).

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY for those items outlined within Exhibit "A" and Exhibit "A-1", at the rates and/or in accordance with the provisions set forth in Exhibit "B" and Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be One Hundred and Seven Thousand, Four Hundred and Forty-One Dollars (\$107,441.00); 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.

2. Exhibits "A-1" and "B-1" referred to in this Amendment's paragraph 1 are attached to this Amendment and shall become part of the Agreement.
3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
4. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 of Napa County Agreement No. 250195B as of the date first above written.

MCK AMERICAS, INC.

By Nate Gavzy Digitally signed by Nate Gavzy
DN: cn=US, Email=gavzy@mckinc.net,
o=MCK Americas, Inc., cn=Nate Gavzy
Date: 2025.07.30 14:27:57 -0700
NATHAN GAVZY, Executive Vice President

By Brendan McDevitt
BRENDEN MCDEVITT, President & CEO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California,

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> County Counsel</p> <p>Date: <u>7/29/2025</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>
---	--	--

Exhibit “A-1” Scope of Work

Napa County
NAPA COUNTY AIRPORT
Construction Management & Observation Scope of Services Change Order No. 01
for
Design Build Infrastructure Improvement Project at the Napa County Airport Fuel
Farm Location
County Project No. PW 24-30
June 2025

PROJECT DESCRIPTION

Napa County (COUNTY) is constructing Project PW 24-30, Napa County Airport Design Build Infrastructure Improvement Project at the Napa County Airport Fuel Farm Location (Project). The Project has been designed under a separate Contract. This Contract / Scope of Services is for construction support including administration, observation, and inspection services for the construction work on the subject-Project.

Roundtable Technical Resource (Roundtable) has been tasked with developing a scope of work to relocate and commission the jet fuel tank at 3030 Airport Road into the location vacated by Atlantic Aviation. Napa County will seek proposals for the work from American Environmental Aviation and others. The relocated bulk fuel storage tank will get its electrical service from the new meters established in the prior phase work of recently completed.

MCK AMERICAS, INC. (CONSULTANT) WILL EXERCISE SOUND JUDGMENT, GUIDED BY CONSULTATION WITH THE COUNTY, IN DETERMINING THE BALANCE BETWEEN THE NEEDS OF THE COUNTY, THE ROUNDTABLE DESIGN STANDARDS, THE QUALITY OF CONSTRUCTION, AND THE COUNTY FUNDS AVAILABLE TO ACHIEVE CONSTRUCTION OF THE PROJECT.

UPON RECEIPT OF EXECUTED AMENDMENT AND NOTICE TO PROCEED FROM THE COUNTY, CONSULTANT WILL ASSIST THE COUNTY IN ESTABLISHING THE GENERAL PROTOCOL FOR THE PROJECT AND PERFORM THE PROFESSIONAL SERVICES NECESSARY TO COMPLETE THE PROJECT, AS DESCRIBED IN THIS SCOPE OF SERVICES.

The CONSULTANT team will consist of the following staff:

- 1) Nate Gavzy**
- 2) Robert Cassara**

DURATION: THE PROJECT DURATION IS APPROXIMATELY 12 WEEKS:

Exhibit “A-1” Scope of Work

SUMMARY OF SCOPE OF SERVICES

The following summarizes the phases of work for this Scope of Services:

Phase 1 – Development Design Review and Procurement Assistance

Phase 2 – Project Management

Phase 3 – Construction Administration Services

Phase 4 – Construction Contract Management

Phase 5 – Construction Observation / Inspection

Phase 6 - Post Construction Services

The services to be provided by CONSULTANT under each of these phases and the associated tasks are described as follows:

Phase 1 – Development Design Review and Procurement Assistance

Task 1.1 Civil Design Review

The CONSULTANT will use correspondence and administration services to review and advise the COUNTY on the chosen civil design provided by Roundtable. Such aspects will include suitability to existing conditions, constructability, and construction schedule risk relative to contractor procurement.

Task 1.2 Electrical Design Review

The CONSULTANT will use correspondence and administration services to review and advise the County on the chosen electrical design provided by Roundtable. Such aspects will include suitability to existing conditions, constructability, completeness, and construction schedule risk relative to contractor procurement.

Task 1.3 Procurement Assistance

The CONSULTANT will use correspondence and staff services to assist the County in sourcing a suitable contractor for construction. The County will be most likely utilizing the OpenGov procurement system. The likely engagement will be reviewing responses to RFIs during the bidding period.

Phase 2 - Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

The CONSULTANT will use correspondence and administration services to accomplish project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement (for subconsultant staff as well); assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; invoicing and reporting (expected monthly).

A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress. Work will be performed under the supervision of the PM, with the assistance of office-based engineering staff supporting the PM as appropriate, in addition to Construction Observation (CO) staff and subconsultant staff.

The CONSULTANT will contract with subconsultants as necessary for the Project work, and establish a preliminary schedule for their activities, arrange for airport badges, and discuss site access.

Phase 3 – Construction Administration Services

Task 3.1 - Review Material Submittals for Compliance

Exhibit “A-1” Scope of Work

CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with design concepts. It is expected that up to 27 submittals will be reviewed. The budget assumes half of the submittals will require resubmittal. The costs for resubmittals, in excess of two (2) submittals, will be the responsibility of the Contractor as stated in the Bid Documents.

Task 3.2 - Prepare Project Files

The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals (if applicable) or made a good-faith effort towards meeting the goals, and that the Contractor has provided proof of insurance and the required bonds. Project documentation will be prepared on CONSULTANT standard forms or COUNTY-provided forms. Documentation will include submittal review forms, daily reports, weekly FAA reports, weekly calendar day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment. Contractor will be provided with electronic copies of the bid documents. The CONSULTANT will prepare project files for use during the Project.

Phase 4 – Construction Administration Services

Task 4.1 - Construction Administration

The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work as detailed below.

The PM will provide the following services:

- 1) Interpretation of plans and specifications.
- 2) Check construction activities to obtain compliance with plans and specifications.
- 3) Review and provide comments on Project compliance issues for quality control testing performed by the Contractor.
- 4) Supervise and coordinate subconsultant contracts for field inspection and testing.
- 5) Verify that testing required by the specifications is performed, and review materials reports prepared in accordance with the Construction Management Plan.

Task 4.2 - Requests for Information (RFIs) and Change Orders

The CONSULTANT will prepare written responses to Contractor RFIs to clarify design intent. The CONSULTANT will also prepare change orders, which typically include a cost estimate, cost/price analysis, and preparation and/or negotiation of necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements, as required. Change orders will be submitted to the COUNTY and Contractor for review and signature, and signed change orders will be submitted to the FAA. Change orders that require new design elements are not included in this scope of services. Up to fifteen (15) RFIs and up to five (5) change orders are anticipated for the Project.

Task 4.3 - Agency Coordination – NIC

Due to the nature of the work, coordination with various County departments is not anticipated.

Task 4.4 - Site Visits During Construction

The PM will make periodic site visits (up to 12 anticipated) to review Project progress, monitor construction activities, and attend progress meetings from the beginning of the Mobilization Element through substantial completion of the Construction Element. An Engineer II will accompany the PM on site visits (up to 12 anticipated).

Task 4.5 - Applications for Payment

Exhibit “A-1” Scope of Work

The CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit them to the COUNTY for processing. An explanation of the variation between the contract and pay quantities (if any) will be provided. Up to five (5) applications for payment are anticipated.

Phase 5 – Construction Observation

TASK 5.1 CONSTRUCTION OBSERVATION

This task will include construction observation, and on-site construction administration for the duration of the Project.

Construction Observation services will include (as applicable), but are not limited to, the following:

- 1) Review and check layout and surveys conducted by the Contractor in accordance with the plans and specifications.
- 2) Check construction activities for compliance with plans and specifications.
- 3) Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- 4) Evaluate the Contractor's suggestions on drawings or specifications modifications and report those suggestions to the COUNTY.
- 5) Acquire field measurements.
- 6) Document and reject any work or materials not in compliance with plans and specifications.
- 7) Monitor the Contractor's compliance with the Construction Safety and Phasing Plan and immediately bring any non-compliance issues to the attention of the Contractor and the COUNTY.
- 8) Attend daily safety tailgate meetings run by the Contractor prior to beginning work each day.
- 9) Monitor Contractor's compliance with the Contractor's Quality Control Program.
- 10) Establish and conduct weekly construction progress meetings with the Contractor to discuss work progress and pertinent construction issues such as schedules, pavement closures, quality acceptance testing coordination, secured area access, and the need for traffic control or gate guards.
- 11) The CO will assist in preparing weekly calendar-day and FAA progress reports as needed.
- 12) The CO will assist in preparing change orders as needed.
- 13) The CO will assist in preparing applications for payment as needed. Throughout construction, the CO will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.
- 14) Review the required schedules, guarantees, bonds, inspection certificates, tests, approvals, etc. receive from Contractor.
- 15) Conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the Contractor with a list of items that were observed and require completion or correction, prior to final acceptance.
- 16) Quality Acceptance Reports – Electronic files to COUNTY and Contractor.

Exhibit “A-1” Scope of Work

Phase 6 – Post Construction Services

Task 6.1 - Final Inspection and Documentation

Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY and Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor a list of those items. CONSULTANT team for final inspection will include the PM and the CO.

Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items discovered during final inspection and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and may include a copy in the Final Construction Report. Construction observation for remedy of punch list items is assumed within the days allotted in Task 4.1

Final Construction Certification

Once all of the punch list items have been completed to the satisfaction of the COUNTY and FAA, the CONSULTANT will prepare a Sponsor Certification of Final Construction Acceptance for the Project, to be signed off by the COUNTY. This certification will also be included in the Final Construction Report.

Task 6.2 - Record Drawings and Equipment Manuals

Record Drawings

The CONSULTANT, Contractor, and any subcontractors (Project Team) will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this Project and will include any field surveying required to compute final quantities. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

Equipment Manuals – NIC

This Project will not include equipment operation manuals.

Phase 6 Deliverables

- 1) Final inspection letter – Electronic file.
- 2) Final Construction Report – Electronic file.
- 3) Record Drawings – Reproducible hardcopy and electronic files.
- 4) Draft and Final APMS Report – Electronic file.

RESPONSIBILITIES OF COUNTY

This Scope of Services and compensation are based on the COUNTY performing or providing the following:

- 1) Guarantee access to and make all provisions for the CONSULTANT to enter upon public land as required for the CONSULTANT to perform his work under this Agreement.

Exhibit “A-1” Scope of Work

- 2) Examine all documents requested by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

SERVICES NOT INCLUDED

The following tasks / items are not included in this scope of services. If the COUNTY requests that they be provided, an amendment will be prepared adding the services and associated fees:

- 1) Contract change orders beyond the scope of the awarded contract (more than five (5)).
- 2) Extensions of construction time beyond the awarded contract timeframes.
- 3) Filing of Notice of Completion with Napa County Recorder's Office.

SCHEDULE OF COMPLETION

The CONSULTANT will complete the work called for on a schedule submitted by the Contractor and approved by the COUNTY.

The CONSULTANT will complete the work called for under Phase 8 within 30 working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

Exhibit "B-1" Rates



Napa County Airport - Fuel Farm Improvement Project

PW24-30 Proposed Staffing Plan CM & Inspection

Task/Position	Person	Firm	2025 Direct Rate	OH	Profit / Fee	2025 Fully Burdened Rate	Total Hours	Project Cost	2025					2026					
									7	8	9	10	11	12	1	2	3	4	
								144.0	\$ 37,940.3	0.10	0.50	0.60	-	-	-	-	-	-	-
CONSTRUCTION PHASE								48.0	\$ 12,853.28	0.10	0.10	0.10	-	-	-	-	-	-	-
Construction Manager	Nate Gavzy	MCK	\$ 93.60	120%	10%	\$ 235.57	48.0	\$ 10,454.40	0.10	0.10	0.10								
General Civil Inspector	Robert Cassara	MCK	\$ 72.80	120%	10%	\$ 162.16	16.0	\$ 2,398.88			0.10								
PROJECT CONSTRUCTION CLOSEOUT PHASE TASKS - PROJECT CLOSEOUT (Final Inspections & Punchlist)								64.0	\$ 11,457.60	-	0.20	0.20	-	-	-	-	-	-	
Construction Manager	Nate Gavzy	MCK	\$ 93.60	120%	10%	\$ 235.57	32.0	\$ 6,659.84	-	0.10	0.10								
General Civil Inspector	Robert Cassara	MCK	\$ 72.80	120%	10%	\$ 162.16	32.0	\$ 4,797.76		0.10	0.10								
PROJECT CLOSEOUT PHASE TASKS - PROJECT CLOSEOUT								32.0	\$ 13,629.44	-	0.10	0.10	-	-	-	-	-	-	
Construction Manager	Nate Gavzy	MCK	\$ 93.60	120%	10%	\$ 235.57	32.0	\$ 6,969.60		0.10	0.10								
General Civil Inspector	Robert Cassara	MCK	\$ 72.80	120%	10%	\$ 162.16	32.0	\$ 6,659.84		0.10	0.10								
ALLOWANCES									\$ -										

Total Proposed T&M Budget

\$ 37,940.32

*Direct rates have been escalated 4% per year

Assumes 8 week working schedule

Assumes shared trailer/work space

Rates include mileage, computers,
phone, standard equipment