

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 240127B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF AGREEMENT 240127C is made and entered into as of this 9 day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Roundtable Technical Resource, LLC, a Colorado limited liability company, whose mailing address is 2155 Reliable Circle, Colorado Springs, CO 80906, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide Design Engineering Services for the Fuel Farm Improvement Project at the Napa County Airport; and

WHEREAS, CONTRACTOR is willing to provide design services to make necessary upgrades to the existing fueling facility for the electrical, mechanical and site upgrades project as well as tie the fueling facility into each Fixed Base Operator (“FBO”) fueling system, as contemplated by the Fuel Farm Improvement Project; and

WHEREAS, CONTRACTOR is in the best position to provide these specialized services because CONTRACTOR has designed the FBO fueling systems and therefore has the best knowledge and experience to upgrade the COUNTY’s fueling facility, tie the COUNTY’s fueling facility to the FBOs’ facilities, and ensure the systems will properly function together; and

WHEREAS, CONTRACTOR will also provide Construction-Phase Management services; and

WHEREAS, CONTRACTOR is willing to provide the services to COUNTY under the terms and conditions set forth herein; and

WHEREAS, CONTRACTOR has extensive experience, knowledge, and immediate availability for the required additional scope of work; and

WHEREAS, the added services increases the contract price, thereby requiring the Napa County Board of Supervisors authorization; and

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend Agreement 240127B (the “Agreement”) in the manner set forth below.

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

2. **Scope of Services.**

CONTRACTOR shall provide COUNTY those services set forth in set forth in Exhibit "A", attached hereto and incorporated herein. In addition, CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto and incorporated herein.

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;"

(ii) For the services set forth in Exhibit "A-1," CONTRACTOR shall be paid at the rates set forth in Exhibit "B-1."

Exhibits "A-1" and "B-1" are 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 Ninety-Five Thousand Dollars (\$95,000) for professional services for the entirety of the contract; 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 this 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. 240127B as of the date first above written.

ROUNDTABLE TECHNICAL RESOURCE, LLC.

By 

Alex Nomikos, Engineering Manager

By 

Brian E. Lewis, President

"CONTRACTOR"

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>/s/ Wendy Dau</u> County Counsel</p> <p>Date: <u>June 11, 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



Colorado Springs Office

2155 Reliable Circle
Colorado Springs, CO 80906
Phone: (801) 541-6685
Fax: (800) 660-6724
engineering@rtesglobal.com

Central Florida Office

1460 Breezy Way
Spring Hill, FL 34608
Phone: (352) 684-7275
Fax: (800) 660-6724
Alex.nomikos@rtesglobal.com

March 12th, 2024

Proposal for engineering
services: New Aviation Bulk
Fueling Facility Infrastructure
@ Napa County Airport (APC)

Further to recent inspections, and discussions with the APC Napa airport authority, please accept our proposal for the design of the existing APC fueling facility Electrical, Mechanical and Site upgrades project being proposed in coordination with the new fueling facilities being proposed for Atlantic Aviation, Skyservice, and County facility located at the Napa County Airport (APC) in Napa County, California.

Background:

American Environmental Aviation (hereafter referred to as “AEA”) has been asked to quote the construction of a facility upgrades related to a new electrical service, Oil water separator and various site upgrades requested by Napa County Airport Authority (APC), located in Napa County, California. AEA will coordinate the new electrical service installation with the local electric utility Pacific Gas & Electric (hereafter referred to as “PGE”). For the purposes of this proposal, it is assumed that the site upgrades will consist of the installations and adjustments listed below:

- Installation of new Oil Water Separator and associated adjustments to existing piping
- Regrade existing area around Oil Water Separator to accommodate new pavement.
- Install new reinforced concrete pavement around new Oil Water Separator to accommodate required vehicle movement in and around the proposed fuel farm on either side of the site as well as the existing fueling facility centered on the subject site.
- Repair of existing reinforced concrete in the area of the existing low point inlet at Atlantic Aviation’s fuel farm fuel transfer containment area.
- Replacement of existing Canopy down lighting with new LED fixtures
- APC Electrical Service Upgrades to include the following:

Exhibit “A-1” Scope of Work

- Installation of One (1) – new concrete pad for the setting of One (1) – new PGE Pad-mounted transformer.
- Install One (1) - 600 Amp Main Service electric distribution equipment rack.
- Install new underground conduit duct banks from:
 - Existing PGE power pole, to new PGE pad-mounted transformer.
 - New PGE pad-mounted transformer, to new 600 Amp Main Service electric service distribution equipment.
 - New 600 Amp Main Service electric distribution equipment rack, to each one (1) of three (3) new tenant owned/operated fuel farm subpanel electric racks (constructed by others/tenant’s Electrical Contractor)
- Install PGE Transformer and 600 Amp Main Service grounding.
- Provide and Install new Main Service interconnection conduit/cabling in new underground duct banks as required.
- The following installation items are to be provided by others (i.e. PGE), and are beyond the scope of AEA and/or RTTR:
 - Set and Install One (1) – new PGE 12470-480V medium voltage pad-mounted transformer (on concrete transformer pad constructed by others per PGE specifications)
 - Modify One (1) – 12.47kV PGE Power Pole as follows:
 - Demo Two (2) – existing 12470-480V Pole Mounted Transformers
 - Install One (1) – new 15KV pole-mounted Gang Operated Air-Break switch (GOAB) and associated transformer primary overcurrent protection fusing.
 - Install Three (3) – new 15KV Transformer primary feeder cables from power pole, to new pad-mounted transformer (via underground conduit duct bank previously installed by APC Contractor per PGE Specifications)
 - Terminate 480V Transformer secondary feeder cables. Cables are to be pulled into conduit by APC Electrical Contractor and terminated by PGE.

County has requested a proposal from Roundtable Technical Resources, LLC (hereafter referred to as “RTTR”) for Design and Construction Phase services during the duration of the construction of the site upgrades defined herein. For the purposes of this proposal, we have assumed a Three-month construction duration.

Exhibit “A-1” Scope of Work

Supplied Data & Assumptions:

The intent of this proposal is to provide Design and Construction Phase services as noted above to assure that all proposed and existing facilities in the area defined above will be fully functional & operationally appropriate with intention of meeting or exceeding the intent of the design documents reviewed and approved by the County and AEA during the design phase of this project.

1. It is assumed One (1) – Electrical Permit will be required and obtained by APC’s Electrical Contractor, and no additional State or County permits are required based on discussions with the airport authority.
2. Conversations with Airport staff and initial research with local authorities has found that stormwater and drainage design will be limited to local grading to match existing storm water patterns. The Airport authority has requested the installation of a new OWS unit. This new OWS unit will accept effluent from an existing OWS unit and associated piping, and will discharge to the existing drainage outfall. For the purposes of this proposal, no storm water modeling or separate water agency permitting has been included.
3. Based on prior conversations with the airport authority, and for the purposes of this proposal it is assumed that No connection from the new OWS unit will be required to existing or proposed sanitary systems, nor will any permitting be required in relation to said OWS unit.

Engineer’s Scope of Work:

1. Design:
 - a. RTTR shall prepare a written Project Narrative to act as a scope of work for the contractor as requested by the airport.
 - b. RTTR Shall provide layout and schematic plans to County Airport Staff and AEA for concept review and approval (electronic submittal).
 - c. Upon conceptual approval from County Airport Staff and AEA, RTTR shall prepare full construction documents for use in submitting to the airport authority for final approval and construction. Prior to submitting for review by the airport authority, RTTR will submit to AEA for approval (electronic submittal).
 - d. RTTR Shall address any and all comments related to the site upgrades defined herein (Structural, Mechanical and Electrical) from the airport authority until approval is received.
 - e. RTTR shall prepare and submit FAA 7460-1 Notice of Proposed Construction or Alteration to the Airport Authority for filing with the FAA related to AEA Crane permit as needed for the installation of the new Oil Water Separator.

Exhibit “A-1” Scope of Work

- f. RTTR shall provide Construction phase oversight services including responding to contractor’s RFI’s and review and response to product review submittals.
 - g. RTTR shall coordinate with Airport staff during construction process as required.
 - h. RTTR shall prepare and submit PE sealed as-built plans upon completion of work. As-Built plans will be based on red line markups provided by the contractor or their subcontractors + Photos provided by the contractor.
2. Construction Phase Management Services:
RTTR shall provide construction phase management services including reviewing and responding to all contractor RFI’s & providing Engineered review of Product Submittals with a maximum 3-Day turnaround for review of submitted materials.
3. Site Inspections:
No site inspections have been considered as part of this proposal. If site visits are required or requested, they will be performed & billed as Time and Materials in accordance with the attached Fee Schedule.
4. As-Built Plans:
RTTR shall prepare signed and sealed as-built plans for submittal to airport authority (if required & requested) based on redline markups of approved plans provided by AEA and or their subcontractors.

Engineering, Construction Phase Management:

Engineering services will be billed weekly as per the attached rate sheet up to the not to exceed limit of **\$95,000**. Printing and Shipping disbursements will be billed as additional costs in accordance with the attached rate sheet. RTTR will not be responsible for permitting fees.

Phase I – Design & County Review/Approval;

Approximately 75% of total = \$71,250.00

Phase II – Construction Phase;

Approximately 25% of total = \$23,750.00

** Please note that Phase II will not begin until released to do so by AEA.*

Out of Scope Work:

Any engineering work not included in the project Scope of Work herein and caused by conditions currently unknown to RTTR will be considered out-of-scope work. Such services, if requested by County or AEA would be quoted on a time and material basis as per the attached rate sheet. Out of Scope work will be performed only upon written approval (Change

Exhibit “A-1” Scope of Work

Order) from County. RTTR understands that this proposal was based upon a full turnkey operation and that Change Orders will not be requested unless there are very unusual circumstances during the project.

We appreciate the opportunity to submit this proposal and look forward to working with AEA on this project, upon approval of this proposal and receipt of authorization to proceed by email.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Nomikos', with a stylized, flowing script.

Alex Nomikos – Engineering Manager
Roundtable Technical Resources, LLC

Exhibit “B-1” Rates

Roundtable Technical Resources 2024 fee schedule

Principal Engineer	\$275 per hour
Senior MEP Engineer	\$200 per hour
Senior Structural Engineer.....	\$200 per hour
Manager of Innovation Services	\$175 per hour
Senior Civil Engineer	\$200 per hour
Senior Electrical Engineer	\$200 per hour
Fire Suppression Engineer	\$250 per hour
Design Manager	\$190 per hour
Site Inspection Engineer	\$200 per hour
Site Inspection	\$200 per hour
Manager of Field Services	\$175 per hour
GIS Operator	\$150 per hour
3D CAD Operator.....	\$140 per hour
2D CAD Operator.....	\$100 per hour
2D CAD Design	\$140 per hour
Clerical/Administrative	\$50 per hour

PRINTS AND MISCELLANEOUS EXPENSES

Photo Copies (letter Size).....	\$0.25 per sheet
11' x 17"	\$1.35 per sheet
D size prints	\$3.25 per sheet
E size prints	\$3.85 per sheet

All courier, postage charges and disbursements for travel or subcontract services will be billed at cost plus 15%.

Travel Time

Travel time is charged on a portal-to-portal basis, except that the first 45 minutes of driving time incurred during normal commuting time (at beginning and end of the business day) shall not be chargeable. The maximum travel charge on any calendar day is 12 hours. Travel time is charged based on scheduled and reasonable transit and layover times only and the client is not charged for delays.

Automobile mileage will be billed at \$0.60 /mile.

Exhibit “B-1” Rates

Reimbursable Expenses

Business reimbursable expenses include but are not necessarily limited to: insurance costs (naming additional insureds, increased limits, waivers, endorsements, etc.); travel and living expenses; identifiable communications, shipping and reproduction costs; identifiable drafting and stenographic supplies; expendable software; and any materials, equipment and supplies purchased or rented specifically for the project.

The client shall be responsible for all deposits and prepaid travel costs related to appointment/visit cancellations and postponements. Subcontractor invoice costs will be increased by 15% to compensate for Roundtable Technical Resources management and administrative costs.

The above rates are not applicable to expert witness work.

Payment Schedule

Payment terms are net 30 days from the invoice date; invoices not paid within 30 days shall be subject to interest from the 31st day, at a rate of 1.5% per month (18% per annum). Any expenses incurred by Roundtable Technical Resources in collecting payment (attorney, collection agency fees, etc....) shall be paid by the client.

Roundtable Technical Resources shall pay all applicable U.S. federal taxes for goods and services delivered in the United States of America. Clients shall pay all applicable state and local taxes for goods and services delivered in the United States of America. The client shall pay all applicable federal, state and local taxes and fees for goods and services delivered outside the United States of America.