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DEPARTMENT OF GENERAL SERVICES
Airport Division




SOLANO
COUNTY

CATHERINE McKENZIE COOK
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(707) 469-4603

301 County Airport Road, Suite 205
Vacaville, CA 95688
Fax (707) 451-8529
www.solanocounty.com

TRANSMITTAL

DATE: Thursday, September 26, 2024

TO: Rob Layne, O. C. Jones & Sons, Inc.
Megan M. Greve, General Services, Director
Kelly Welsh, County Counsel, Deputy
 Catherine McKenzie Cook, Nut Tree Airport, Airport Manager
Michelle M. Offermann, General Services, Staff Analyst
Anne Putney, CAO, Management Analyst

FROM: Molly Chatwin, General Services, Office Coordinator

TRANSMITTAL CONTENT: Construction contract between Nut Tree Airport and O.C.
Jones & Sons, Inc. for construction of NE Taxilane
Reconstruction Phase 2A.

COMMENTS: Please Review and Approve the Attached Packet

TRANSMITTAL SENT VIA: ☐ Inter-Office Mail ☐ US Mail
☒ Hand Delivery ☐ Fed Ex
☒ Other: Adobe Sign



County of Solano Contract Review Worksheet

Contract Number:
(Dept., Division, FY, #)
Authority:
☐ Dept Head Execute
☐ CAO Execute
☐ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: General Services / Airport		2. Date: 09 / 26 / 2024	
3. Contract Administrator: Megan M. Greve		4. Phone Ext: 7900	
5. Contract Attributes: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Other		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number: Contract No: Date: 09 / 26 / 2024 Please attach copies of original/amendments.	
Bid/RFP Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Bid/RFP No: 905-0226-24 Date: 02 / 08 / 2024 Please attach copy of Bid/RFP or justification.			
6. Description of Contract: Construction Contract for: NE Taxilane Reconstruction, Phase 2A at Nut Tree Airport.			
7. Name of Contractor: O.C. Jones & Sons, Inc.		8. EIN On File SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 09 / 26 / 2024 This amendment:		13. Termination Date: Upon completion By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 2,471,007 Total of Previous Amendments: \$ 0 Current Amendment: \$ 0 Total Amount of Contract \$ 2,471,007		15. Payment Terms: <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimate <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Progress <input type="checkbox"/> Other	
16. Source of Funds: <input checked="" type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input checked="" type="checkbox"/> County Specify: Fed Catalog No: State Legislation: AB/SB			
17. Fund: 047 Budget Unit: 9020 Sub-object: 4202		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 02 / 06 / 2024			
20. Remarks: The attached agreement is authorized per Board of Supervisors action on item 24-84, February 6, 2024. Appropriations for this contract are sufficient with federal grant funding (FAA), state grant funding and additional funding within the Airport Operations budget for FY2024/25 (Budget 9020).			
21. Signature Route: _____ Megan M. Greve Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		_____ Kelly Welsh (Sep 27, 2024 11:10 PDT) County Counsel _____ Anne Putney CAO Analyst	
Sep 27, 2024 Dated		Sep 27, 2024 Dated	
Nov 6, 2024 Dated			

Project Budget Summary

BU 9020

Project Name:	Northeast Hangar Taxiway Reconstruction and Drainage Improvements, Phase 2A	Nut Tree Airport
Project Number:	9020	
Project Start:	FY2019/20	Phase 2A Start: FY2024/25
Subject:	Mead & Hunt ASA #6	Project Coordinator: Catherine Cook

Cost Category	Budget	M&H ASA #6		Adjusted Budget	Actuals plus Encumbrances	Balance
		Budget Impact	No Change to Budget			
PREVIOUS PHASES	\$ 1,756,313	\$ -		\$ 1,756,313	\$ 1,756,313	\$ -
Subtotal	\$ 1,756,313	\$ -	\$ -	\$ 1,756,313	\$ 1,756,313	\$ -
Hard Costs						
OC Jones- Base Bid	\$ 1,355,527			\$ 1,355,527	\$ -	\$ 1,355,527
OC Jones- Alternate Bid	\$ 1,115,480			\$ 1,115,480	\$ -	\$ 1,115,480
Construction Contingency	\$ 94,212			\$ 94,212	\$ -	\$ 94,212
				\$ -	\$ -	\$ -
Subtotal	\$ 2,565,219	\$ -	\$ -	\$ 2,565,219	\$ -	\$ 2,565,219
Soft Costs						
M&H Construction Administration Phase 1-6	\$ 351,625			\$ 351,625		\$ 351,625
Design Services- M&H ASA 2	\$ 221,493			\$ 221,493	\$ 191,938	\$ 29,555
Project Management	\$ 100,000			\$ 100,000		\$ 100,000
Project Contingency (soft and Post Construction Costs)	\$ -					
Subtotal	\$ 673,118	\$ -	\$ -	\$ 673,118	\$ 191,938	\$ 481,180
				\$ -	\$ -	\$ -
TOTAL BUDGET:	\$ 4,994,650	\$ -	\$ -	\$ 4,994,650	\$ 1,948,251	\$ 3,046,399
SOURCE(S) OF FUNDS & YEAR FUNDED						
Previous Funding	\$ 1,756,313					
FAA Airport Improvement Program Grant 22/23	\$ 302,843					
Cal Trans Matching Grant 23/24	\$ 15,142					
FAA Airport Improvement Program Grant 23/24	\$ 2,607,085					
Cal Trans Matching Grant 24/25	\$ 130,354					
Airport Fund Balance	\$ 177,829					
Accrual Adjustment 6/2023	\$ 5,084					
TOTAL FUNDS:	\$ 4,994,650					
VARIANCE:	\$ -					

Notes: Unallocated funds (not applied to any line item) should be added to project contingency in order to balance total funding appropriations for zero variance. Adjustments between line items should balance in Budget Impact column; ASAs/COs within budget line item allocations are shown in No Change to Budget column.

Prepared By Bijan Mirfakhrai

Reviewed By Michelle Offermann

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made as of the 26th day of September, 2024 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and CONTRACTOR NAME. (referred to as "Contractor") for the following Project:

The Project: **Nut Tree Airport Northeast Hangar Taxilanes Reconstruction and Drainage Improvements, Phase 2A Project**

Engineer: Mead & Hunt
1360 19th Hole Drive, Suite 200
Windsor, CA 95492

The Owner and the Contractor agree as set forth below.

ARTICLE 1 **THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

ARTICLE 2 **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **NUT TREE AIRPORT NORTHEAST HANGAR TAXILANES RECONSTRUCTION AND DRAINAGE IMPROVEMENTS, PHASE 2A PROJECT**, 301 County Airport Road, Vacaville, CA 95688.

ARTICLE 3 **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than fourteen (14) calendar days after the Notice to Proceed - Mobilization is issued to the Contractor and shall be carried out and completed according to the schedule set forth in the project specifications.

The Contractor agrees that the Base Bid Work will be substantially completed in 61 working days from the Notice to Proceed – Mobilization. If the Owner elects to award the Bid Alternate, the Base Bid and Bid Alternate Work will be substantially completed in 74 working days. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the conditions above.

ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum of \$ 2,471,007.

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Resident Project Representative (RPR) by the Contractor and Project Certificates for Payment issued by the County/Engineer, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the RPR for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the RPR. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Division VI, Part 1 – FAA General Contract Provisions.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Engineer has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms.

7.1.1 CLOSING OUT

- A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.
- B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE," thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.
- C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

7.1.2 TIME

Time is of the essence in all terms and conditions of this Contract.

7.1.3 TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

7.1.4 TERMINATION

- A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.
- B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

- C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

7.1.5 SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

7.1.6 REPRESENTATIONS

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7.1.7 (NOT USED)

7.1.8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

7.1.9. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

7.2 **Notices.** Notices shall be addressed as follow:

OWNER:

COUNTY OF SOLANO

Catherine M Cook, Airport Manager

301 County Airport Road, Suite 205

Vacaville, CA 95688

CONTRACTOR:

O.C. Jones & Sons, Inc.

Rob Layne

1520 Fourth St.

Berkeley, CA 94710

7.3 **Prevailing Wages.** The Contractor agrees to comply with the Federal Fair Labor Standards Act (FLSA). Wage rates and restrictions on working days and times shall meet all requirements of the Davis-Bacon Act and Labor Code of the State of California for public contracts. Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

7.4 **Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.


ARTICLE 8


EXECUTION OF AGREEMENT

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

CONTRACTOR:

By: 
William Emlen (Nov 7, 2024 16:35 PST)
Bill Emlen, County Administrator

By: 
Name **Rob Layne**
Contractor **O. C. Jones & Sons, Inc.**

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: 

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Meeting Minutes - Action Only Board of Supervisors

Mitch Mashburn (Dist. 5), Chair
(707) 784-6130
Erin Hannigan (Dist. 1), Vice-Chair
(707) 553-5363
Monica Brown (Dist. 2)
(707) 784-3031
Wanda Williams (Dist. 3)
(707) 784-6136
John M. Vasquez (Dist. 4)
(707) 784-6129

Tuesday, February 6, 2024

9:00 AM

Board of Supervisors Chambers

8

[24-84](#)

Adopt a resolution authorizing the Nut Tree Airport to apply for a Federal Aviation Administration (FAA) Airport Improvement Program grant up to \$3,043,571 for the Nut Tree Airport Northeast Hangar Taxilane Reconstruction and Drainage Improvements Project, Phase 2a; Adopt a resolution authorizing the Nut Tree Airport to apply for a California Department of Transportation (Caltrans) 5% matching grant up to \$152,179; Delegate authority to the County Administrator, or designee, to apply, accept, execute, and deliver all documents required for the administration of the grants; and Approve an Appropriation Transfer Request to recognize the additional funding from the FAA and Caltrans grants (4/5 vote required)

Attachments:

[A - FAA Grant Resolution](#)

[B - Caltrans Matching Grant Resolution](#)

[C - Site Map Phase 1](#)

[D - Site Map Phase 2A & 2B](#)

Adopted

Enactment No: Resolution No. 2024-12 and Resolution No. 2024-13