AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made as of the 6th day of October, 2026 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and O.C. JONES & SONS, INC. (referred to as "Contractor") for the following Project:

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

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 2B 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 **71** working days from the Notice to Proceed – Mobilization. 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 $1,797,351.

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 IV, 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 *(as stated in Notice to Bidders, Item XV)*. 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:

By: _____
Ian Goldberg, County Administrator

CONTRACTOR:

By: Robert Layne
Rob Layne
O.C. Jones & Sons, Inc.

APPROVED AS TO FORM:
County Counsel of Solano County, California
By: Kelly Welsh (Sep 28, 2026 13:24:59 PDT)

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