



**AGENDA STAFF REPORT**

ASR Control 20-000592

**MEETING DATE:** 08/25/20  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 2  
**SUBMITTING AGENCY/DEPARTMENT:** OC Public Works (Pending)  
**DEPARTMENT CONTACT PERSON(S):** Khalid Bazmi (714) 667-3213  
 Barry A. Rondinella (949) 252-5183

**SUBJECT:** Award Construction Contract Airfield Lighting and Signage Improvements Project

**CEO CONCUR**  
Pending Review

**COUNTY COUNSEL REVIEW**  
Pending Review

**CLERK OF THE BOARD**  
Discussion  
3 Votes Board Majority

**Budgeted:** Yes                                      **Current Year Cost:** \$6,000,000                                      **Annual Cost:** N/A

**Staffing Impact:** No                                      **# of Positions:**                                      **Sole Source:** No

**Current Fiscal Year Revenue:** N/A

**Funding Source:** See Financial Impact Section                                      **County Audit in last 3 years:** No

**Prior Board Action:** 4/28/2020 #17, 10/22/2019 #27

**RECOMMENDED ACTION(S):**

Award and execute a construction contract with Vellutini Corporation, dba Royal Electric Company, for the Airfield Lighting and Signage Improvements Project in the amount of \$6,000,000 for a term of 247 calendar days, effective upon the contract award date.

**SUMMARY:**

Award of a construction contract to Vellutini Corporation, dba Royal Electric Company, for the Airfield Lighting and Signage Improvements Project will provide improved airfield lighting, signage and related electric cabling infrastructure, as well as increase safety, reliability and efficiency of airfield operations.

**BACKGROUND INFORMATION:**

Airfield lighting and signage systems are critical to the safe and efficient operation of John Wayne Airport (JWA). The Airfield Lighting and Signage Improvements Project (Project) will increase the safety, reliability and efficiency of airfield operations.

The Project is intended to accomplish the following:

1. Replace Runway 20R-2L incandescent edge lights with high-intensity light-emitting diode (LED) lights and consolidate circuits to maximize efficiency;
2. Install in-pavement runway guard lights at all runway/taxiway intersections that do not

currently have them;

3. Replace the primary and secondary wind cones with Federal Aviation Administration (FAA) conforming LED lighting;
4. Replace airfield lighting and signage electric power cables that fall below electric current resistance standards and make improvements to the lighting and signage power cabling system;
5. Relocate and replace the airport rotating beacon and tower; and
6. Adjust the constant electric current regulators and circuitry to maximize efficiency, eliminate unnecessary primary lighting and signage power cabling and provide spare parts as necessary.

JWA issued a task order to one of its on-call architect-engineer (A-E) firms, AECOM, to provide A-E design services for the Project.

On January 20, 2020, JWA issued the Notice Inviting Prequalifications to general contractors for the Project. On February 5, 2020, a total of three prequalification submittals were received from Vellutini Corporation, dba Royal Electric Company; Baker Electric, Inc.; and GB Construction, Inc., dba Golden Bear Construction Company. On February 28, 2020, an evaluation panel completed its evaluation of the contractors' prequalification submittals and determined that Vellutini Corporation, dba Royal Electric Company and Baker Electric, Inc. met the prequalification requirements.

On April 28, 2020, the Board of Supervisors (Board) authorized the Director of JWA to advertise the Project and solicit bids from prequalified bidders with a bid-opening date of June 10, 2020. On June 10, 2020, one bid was received for the Project and was opened by the Clerk of the Board.

The following summarizes the third-party estimate and the bid received:

<b>Engineer's Estimate (EE)</b>	<b>\$6,254,977.00</b>
Vellutini Corporation, dba Royal Electric Company (Royal)	\$5,999,999.99

A complete Bid Summary can be found in Attachment B.

The bid submitted by Royal is approximately four percent below the EE of \$6,254,977. JWA has reviewed the EE and verified that the difference is not the result of any errors or omissions on the part of Royal.

OC Public Works is requesting the Board award the construction contract to Royal in the amount of \$6 million for a term of 247 calendar days effective upon the contract award date. The contract award amount of \$6 million represented in the Current Year Cost and Recommended Action sections was rounded up to the nearest dollar.

The Contractor's License No. was verified as current and active through the Contractors State License Board database on June 11, 2020. A copy of the verification is on file.

JWA staff has conducted due diligence on Royal. Reference checks were satisfactory and completed with Los Angeles International Airport, Salt Lake City International Airport and Hollywood Burbank Airport for similar airfield electrical projects with values as high as \$11.9 million. Additionally, Royal has

performed similar work at JWA on the Taxiway B Rehabilitation project and the Runway Redesignation Project. Royal provided satisfactory performance on each.

This contract includes subcontractors. See Attachment C for information regarding subcontractors and Contract Summary Form.

JWA pursued public project bidding for this Project in accordance with Section 4.6 of the 2019 Design and Construction Procurement Policy Manual and the bid process outlined in Public Contract Code 22032.

**Federal Aviation Administration (FAA) Grant Agreement for Airport Improvement Program (AIP) 3-06-0233-050-2020 (Grant No. 050):**

On October 22, 2019, the Board authorized the Director of JWA to apply for an AIP grant from the FAA. JWA submitted an application to the FAA for federal assistance with respect to the Project in December 2019. AIP Grant No. 50 will reimburse up to 100 percent of eligible Project costs. The Director of JWA will seek authority from the Board to sign and accept the grant at a later date. JWA expects the FAA to make the grant offer in September 2020.

**Compliance with CEQA:** The proposed Project was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) and Section 15311 (Class 11) of the CEQA Guidelines, on April 28, 2020, when it was originally approved. CEQA Guidelines Sections 15301 and 15311 provide for the exemption of repairing or maintaining existing facilities involving no expansion of an existing use. The Project also includes the relocation and construction of the airport rotating beacon, which is considered a minor accessory structure to the airport facility.

**FINANCIAL IMPACT:**

Appropriations for the Project are included in the FY 2020-21 Budget for Airport Construction Fund 281. The FAA grant revenue will pay for up to 100 percent of eligible costs and the Airport Construction Fund 281 will fund the Project's remaining costs.

**STAFFING IMPACT:**

N/A

**REVIEWING AGENCIES:**

John Wayne Airport

**ATTACHMENT(S):**

- Attachment A - Construction Contract with Vellutini Corporation, dba Royal Electric Company
- Attachment B - Bid Recap Sheet
- Attachment C - Contract Summary Form
- Attachment D - Public Contract Code Section 22032

# AGREEMENT

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JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

## CONTENTS OF AGREEMENT

1. CONTRACT DOCUMENTS
2. SCOPE OF WORK
3. CONTRACT AWARD DATE AND TIME OF COMPLETION
4. CONTRACT AMOUNT
5. LIQUIDATED DAMAGES
6. PAYMENTS
7. EMPLOYEE ELEGIBILITY VERIFICATION
8. WAIVER OF CLAIMS
9. WARRANTY / GUARANTEES
10. WAGES RATES
11. WITHHOLDING OF WAGE DIFFERENTIALS
12. TRADE LABOR TIME RECORDS
13. SAFETY
14. OPERATIONAL REQUIREMENTS
15. QUALITY CONTROL
16. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
17. CONSTRUCTION EXECUTION PLAN
18. NOT USED
19. EFFECT OF CONTRACTOR'S EXECUTION OF CONTRACT
20. BUSINESS ETHICS
21. INDEMNIFICATION
22. DBE REQUIREMENTS
23. AUDIT
24. SUBCONTRACTOR AUDIT
25. GOVERNING LAW AND VENUE
26. WORKER'S COMPENSATION LABOR CODE 3700
27. NOT USED
28. AIRPORT SECURITY
29. BADGE ACQUISITION
30. BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES
31. JWA INFORMATION TECHNOLOGY
32. WRITTEN NOTICE

**JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415**

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JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

## AGREEMENT

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Orange, California, a body corporate and politic, hereinafter referred to as "COUNTY" or "JWA," and Vellutini Corporation dba Royal Electric Company, hereinafter referred to as "CONTRACTOR."

### WITNESSETH:

That COUNTY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Contract includes all of the following Contract Documents, to wit:
  - A. Project Manual issued for bidding including but not limited to:
    - 1) This Agreement;
    - 2) Notice Inviting Bids;
    - 3) Instruction to Bidders;
    - 4) Bid Form;
    - 5) Noncollusion Affidavit;
    - 6) Faithful Performance Bond;
    - 7) Labor and Materials Payment Bond;
    - 8) Escrow Agreement for Security Deposits in Lieu of Retention (if executed);
    - 9) Insurance Requirements;
    - 10) General Conditions;
    - 11) General Requirements;
    - 12) Special Requirements;
    - 13) Information Technology Policy
    - 14) Federal Funding Requirements;
      - a. Certification of Non-segregated
      - b. Suspension and Debarment Requirements
      - c. Buy American Certificate
      - d. Trade Restriction Clauses to be included in all Solicitations, Contracts, and Subcontracts



JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

- e. Bidder's Statement on Previous Contracts Subject to EEO Clause
  - f. General Provisions;
  - g. General Wage Decision/Labor Compliance;
- 15) Technical Specifications;
- B. Plans, Drawings, and Details issued for bidding;
  - C. Addenda, if issued; and
  - D. All modifications, change orders, and amendments thereto.

The complete Contract Documents comprise the sole agreement between the parties as to the subject matter therein. Any representations or agreements not specifically contained therein are null and void. Any change orders or amendments to any Contract Documents must be made in writing, and signed by both parties. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **SCOPE OF WORK.** The Scope of Work is set forth in the Contract Documents. CONTRACTOR shall perform, provide, and furnish all labor, material, management, supervision, permits, tools, equipment, scaffolding, utilities, installed and consumable materials, testing devices, warehousing, incidentals and each and every item of expense necessary for the supply, fabrication, handling, hauling/transportation services, receiving and unloading, installation, construction, testing, evaluation, quality control, plans and schedules to accomplish those items and matters set forth therein, (aggregately the "Work" unless otherwise referred) in accordance with the Contract Documents and as necessary for the following:

Project: AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS

Project No: P415

All of said Work to be performed and materials to be furnished shall be in strict accordance with this Contract, Plans, Drawings, Details, and Technical Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by COUNTY. In performing the Work and this Agreement, CONTRACTOR shall coordinate with and report to John Wayne Airport (JWA) project management, personnel, and their designees.

General Description of Work:

The project provides for the replacement of runway edge lighting and elevated runway guard lights; the installation of new in-pavement runway guard lights; the replacement of airfield signage; the replacement of three windcones; the installation of a new rotating beacon and tower; replacement of cabling, repairs and improvements to the airfield electrical infrastructure; and paving using FAA P401 HMA pavement.

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

3. **CONTRACT AWARD DATE AND TIME OF COMPLETION.** The Contract will commence the day that the COUNTY awards the Contract (Contract Award Date) by action of the Board of Supervisors. The CONTRACTOR shall complete all Work within two-hundred forty-seven (247) calendar days of the Contract Award Date, which shall be hereinafter referred to as the "Time of Completion."
4. **CONTRACT AMOUNT.** COUNTY agrees to pay and the CONTRACTOR agrees to accept as full payment for the Work agreed to be done the sum of **five-million, nine-hundred ninety-nine thousand, nine-hundred ninety-nine dollars and ninety-nine cents (\$5,999,999.99)**, (Contract Sum), which sum is to be paid in accordance with the provision of Section 6 of this Agreement and subject to additions and deductions, if any, as hereinafter provided.

The CONTRACTOR shall submit, for COUNTY's approval, acceptable Performance Bond, Labor and Material Payment Bond, and Insurance Certificates as described in the General Conditions. Failure of the bidder to whom the Contract is awarded to execute the Agreement and file acceptable bonds shall be just cause for the forfeiture of the Bid Guaranty and may constitute a material breach of this Contract. The CONTRACTOR shall not be entitled to any compensation or time extension for its failure to submit bonds and insurance within the time prescribed above.

5. **LIQUIDATED DAMAGES.**

**Project Completion Liquidated Damages:** Time is of the essence in the CONTRACTOR's performance of this Contract. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to the COUNTY liquidated damages in the sum of **five-hundred dollars (\$500.00)** per day for each calendar day that all Work is delayed beyond the Time of Completion. Such sum(s) may be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR's liability for liquidated damages shall terminate upon Completion, as the term "Completion" is defined by California Public Contract Code Section 7107(c).

**Airfield Reopening Liquidated Damages:** (Completion of Nightly Shifts and Reopening of runways and taxiways to air traffic). In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to the COUNTY liquidated damages in the sum of **one-thousand dollars (\$1,000.00)** per minute for the first ten minutes, and **fifteen-thousand dollars (\$15,000.00)** per minute thereafter for each minute that the reopening of any runway or taxiway is delayed beyond 6:00 AM due to CONTRACTOR's actions. Such sum(s) may be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR's liability for liquidated damages shall terminate upon reopening of runways and taxiways.

6. **PAYMENTS.** Applications for payment must be submitted via the electronic project document management system Oracle Primavera Unifier (Unifier) in the manner and form approved by COUNTY. The COUNTY shall review and approve each application for payment. Each application for payment must include:

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

- (A) A status report indicating the work that was performed during the billing period. Report shall include date work performed, location of work, and a description of the work with actual quantities.
- (B) Any other administrative documentation required under the Contract Documents.

The submittal of the above documents shall be a condition precedent to the COUNTY's obligation to process each monthly application for payment.

Within 30 days following COUNTY's approval of the CONTRACTOR's undisputed and properly-submitted application for payment, COUNTY shall pay to the CONTRACTOR a sum equal to 95 percent of the value of all the undisputed Work covered by the application for payment, less the total amount of any stop notices, liens, non-conforming work and/or wage violations, and less all previous payments. The determination of the value of the Work shall be taken from the Current Contract Schedule and jobsite verification of actual Work completed. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by John Wayne Airport, stating that the Work for which payment is demanded has been performed in accordance with the terms of the Contract. Payments shall not be considered as COUNTY's acceptance of any part of the Work.

The value of Work completed may include material delivered and stored on the site and not yet incorporated into the Work. COUNTY, at its discretion, may authorize payment up to 95 percent of the value of those delivered materials. With respect to material delivered and stored off the site, JWA, at its discretion, may authorize payments up to 95 percent of those materials, if the following conditions are satisfied: (1) the CONTRACTOR furnishes satisfactory evidence that it has acquired title to such material and it will be utilized for the Work; (2) the material is stored in a bonded and insured location acceptable to the COUNTY and is segregated from any material that is not intended for use on the Project; and (3) the CONTRACTOR provides a consent of surety. Such payments shall be made on submission of itemized requests by the CONTRACTOR. The amount or amounts not paid shall be retained by the COUNTY (the "retention proceeds") for application on final payment as hereinafter provided.

Pursuant to Public Contract Code Section 20104.50, if JWA fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, JWA shall pay interest to the CONTRACTOR equal to the rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The retention proceeds, to the extent they are unencumbered, shall be paid to CONTRACTOR within 60 calendar days after completion as defined by Public Contract Code Section 7107. For purposes of this Agreement, the term "encumbered" includes but is not necessarily limited to amounts determined by the COUNTY as associated with pending stop notices, wage violations by CONTRACTOR, or uncompleted punch list work.

Nothing in this Contract shall prejudice the right of COUNTY to withhold any additional amount of payment to the CONTRACTOR to cover: any Work-related claims of the COUNTY against the CONTRACTOR, or to cover Work-related offsets against the

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

CONTRACTOR as permitted by California law, or to compensate for the failure of the CONTRACTOR to comply with the milestone dates in the Baseline Contract Schedule, including approved revisions thereto, or otherwise maintain sufficient progress in the Work, as determined by JWA.

**Prompt Payment:** The CONTRACTOR shall pay progress payments to its subcontractors within ten (10) days of its receipt of any progress payment, and shall pay retention within seven (7) days of its receipt of any retention, based on the subcontractor's work to the extent of such subcontractor's interest therein and entitlement thereto. The CONTRACTOR shall comply with all prompt payment provision of the Public Contracts Codes, including but not limited to Sections 10262 and 7107.

7. **EMPLOYEE ELIGIBILITY VERIFICATION.** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all of its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal statutes and regulations. The CONTRACTOR shall obtain from all employees performing Work hereunder all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 of the United States Code §1324 et seq., as it may be amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY, its agents, officers, and employees from employer sanctions and any other liability that may be assessed against the CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8. **WAIVER OF CLAIMS.** Unless a shorter time is specified elsewhere in this Contract, or before making its final request for payment under the **PAYMENTS** section above, CONTRACTOR shall submit to COUNTY, in writing, all claims for compensation under or arising out of this Contract. The acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against COUNTY under or arising out of this Contract except those previously made in writing and identified by CONTRACTOR as unsettled at the time of its final request for payment.

9. **WARRANTY / GUARANTEES**

**WARRANTY.** CONTRACTOR warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers' and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents, industry standards, and manufacturers' recommendations. Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

modifications not executed by CONTRACTOR, improper operation or maintenance, or normal wear and tear.

**ONE-YEAR CORRECTION PERIOD.** For a period of not less than one year from the date OWNER accepts CONTRACTOR's work, as evidenced by a Notice of Completion issued by OWNER, CONTRACTOR shall take immediate action to correct any Defective Work reported by OWNER orally or in writing. CONTRACTOR shall initiate corrective action on Defective Work affecting use of a facility, safety, or preservation of property within twenty-four (24) hours after notification. CONTRACTOR shall initiate corrective action on other Defective Work within ten (10) calendar days after notification. If CONTRACTOR fails to initiate corrective action within the specified times or fails to complete the corrective work within a reasonable time, OWNER may take whatever corrective action it deems necessary. All costs incurred by OWNER because of CONTRACTOR's failure to correct Defective Work during the one-year correction period shall be due and payable immediately by CONTRACTOR. The one-year correction period relates only to the specific obligation of CONTRACTOR to return to the Project site and correct Defective Work. The one-year correction period does not establish a period of limitations with respect to any of CONTRACTOR's other obligations under the Contract Documents, including but not limited to CONTRACTOR's warranty, and it has no relationship to the time within which OWNER may seek to enforce the CONTRACTOR's obligation to comply with the Contract Documents or to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to any of the CONTRACTOR's obligations.

**MANUFACTURERS' AND INSTALLERS' WARRANTIES.** All manufacturers' and installers' warranties received by CONTRACTOR shall be assignable to OWNER, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to OWNER. CONTRACTOR shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of OWNER and shall take no action that would impair OWNER's rights under any such warranties. Before OWNER's acceptance of the work, CONTRACTOR shall deliver to OWNER manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

**SURVIVAL.** All of CONTRACTOR's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute OWNER's acceptance of work not performed in accordance with the Contract Documents nor relieve CONTRACTOR of liability with respect to its warranty obligations or for Defective Work.

10. **WAGE RATES.** CONTRACTOR shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in this locality for each craft, classification, or type of workman needed to execute this

**JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415**

Contract. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the John Wayne Airport Administration building.

CONTRACTOR shall comply with the provisions of Section 1774, 1775, 1776, and 1813 of the Labor Code.

As this project is funded under the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), the following provision of the Davis-Bacon Act shall be complied with:

- A. The wage determination decision of the Secretary of Labor (located in Section III – Federal Funding Requirements - "General Wage Decision" as a referenced guide only) specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working directly upon the site of the work, the rates having been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed. It is the CONTRACTOR's responsibility to comply with the latest General Decision number. THESE MINIMUM HOURLY RATES OF WAGES SHALL APPLY ONLY IF THE CONTRACT IS IN EXCESS OF \$2,000.
- B. While the wage rates given in the attached decision are the minimum rates required to be paid during the life of the Contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wages rates, the length of the work day and work week, overtime compensation, fringe benefits payments, available labor supply, and prospective changes or adjustments of wage rates. The CONTRACTOR shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the attached decision.
- C. The wage determination decision of the Secretary of Labor is attached solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the Contract and is not to be implicated. Under no circumstance shall any mistake in attaching the appropriate wage determination decision of the Secretary of Labor and in the wage rates set forth entitle the successful bidder to cancellation of its bid or Contract or to an increase in the Contract price or other additional payment or recovery.
- D. The CONTRACTOR is further advised that the minimum wage rates are as determined by the State of California. The Board of Supervisors has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Contract. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the John Wayne Airport Administration building. CONTRACTOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The provisions of Sections 1775 and 1813 of the Labor Code shall be complied with.

In the event there are any differences between the minimum wage rates as determined by the U.S. Secretary of Labor and those determined by the State of California, the highest rate must be paid.

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

- E. As this project is Federally-funded, the labor standards contained in 29 CFR, Section 5.5, shall be pertinent to this Contract.
11. **WITHHOLDING OF WAGE DIFFERENTIALS.** In addition to retention proceeds, COUNTY may withhold from the CONTRACTOR as much of any accrued payments as may be necessary to pay laborers, craft workmen, and mechanics employed on the Project, any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen, and mechanics.
12. **TRADE LABOR TIME RECORDS.** The CONTRACTOR shall keep full, true, and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Contract in accordance with California Labor Code Section 1776, and shall allow access to the same at any reasonable hour to COUNTY, its agents or representatives, and any person having the authority to inspect the same as contemplated under the provisions of said Labor Code, or when requested by COUNTY.
13. **SAFETY.** CONTRACTOR shall submit for approval by JWA a Project-Specific Safety & Health Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the CONTRACTOR to submit an acceptable Project-Specific Safety & Health Plan or to meet the health and safety requirements of its safety plan, JWA's safety plan, the requirements set forth in this Agreement or any ordinances, regulations, laws, or customary industry or trade practices relating to health and safety, shall be grounds for JWA to reject, in its entirety, any request for payment by the CONTRACTOR, withhold payments due to the CONTRACTOR, and order that all Work be stopped. Should JWA stop Work, CONTRACTOR may only resume Work upon CONTRACTOR's submission and JWA's approval of a revised Project-Specific Safety & Health Plan. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Failure of the CONTRACTOR to maintain a healthy and safe environment in accordance with the requirements of this Agreement shall constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the CONTRACTOR resulting from an unapproved safety plan, revised safety plan, or work stoppage for reasons related to safety are inexcusable and non-compensable.
14. **OPERATIONAL REQUIREMENTS.** The CONTRACTOR shall not interrupt any operation of JWA in the performance of the Work without prior written approval by JWA. COUNTY may stop Work if CONTRACTOR interrupts the operation of any COUNTY or Federal facility, equipment, or system. Should the COUNTY stop Work, such Work may only resume upon CONTRACTOR submission, and upon COUNTY approval, of a revised Construction Execution Plan. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Any CONTRACTOR interruption may constitute a material breach of this Contract.
15. **QUALITY CONTROL.** CONTRACTOR shall submit for review by JWA a Quality Control Plan within ten (10) calendar days from the Contract Award Date, in accordance with the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the CONTRACTOR to submit an acceptable Quality

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

Control Plan or meet the Quality Control requirements of this Agreement shall be grounds for JWA to reject, in its entirety, any request for payment by the CONTRACTOR, withhold payments due to the CONTRACTOR, and order that all Work be stopped. Should JWA stop Work, such Work may only resume upon CONTRACTOR submission, and upon JWA approval, of a revised Quality Control Plan. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Failure of the CONTRACTOR to meet the quality requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the CONTRACTOR resulting from an unacceptable Quality Control Plan, revised Quality Control Plan, or work stoppage for reasons related to its Quality Control Plan(s) are inexcusable and non-compensable.

16. **STORM WATER POLLUTION PREVENTION PLAN (SWPPP).** CONTRACTOR shall submit a SWPPP within 21 calendar days following the Contract Award Date when one is required according to the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. Failure by the CONTRACTOR to submit an acceptable SWPPP or meet the requirements of the JWA-approved SWPPP shall be grounds for JWA to reject, in its entirety, any request for payment by the CONTRACTOR, withhold payments due to the CONTRACTOR, and order that all Work be stopped. Should JWA stop Work, such Work may only resume upon CONTRACTOR submission, and upon JWA approval, of a revised SWPPP. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Failure of the CONTRACTOR to comply with the JWA-approved SWPPP, or any revised SWPPP, or otherwise comply with SWPPP requirements of this Agreement may constitute a material breach of this Agreement. Delays to the Schedule that may be incurred by the CONTRACTOR resulting from an unacceptable SWPPP, revised SWPPP, or Work stoppage for reasons related to its SWPPP are inexcusable and non-compensable.
17. **CONSTRUCTION EXECUTION PLAN.** CONTRACTOR shall submit for approval by JWA a Construction Execution Plan (CEP) for the Work within ten (10) calendar days of the Contract Award Date in accordance with the General Requirements. JWA shall have up to 14 calendar days to approve or disapprove such plan. The failure by the CONTRACTOR to submit an acceptable CEP as provided hereinabove, or meet the CEP requirements of this Agreement, shall be grounds for JWA to reject, in its entirety, any request for payment by the CONTRACTOR, withhold payments due to the CONTRACTOR, and order that all Work be stopped. Should JWA stop Work, such Work may only resume upon CONTRACTOR submission, and JWA's approval, of a revised CEP. CONTRACTOR is not entitled to damages as a result of such stoppage of Work. Delays to the Schedule that may be incurred by the CONTRACTOR resulting from an unacceptable CEP, revised CEP, or Work stoppage for reasons related to its CEP are inexcusable and non-compensable.
18. **NOT USED.**
19. **EFFECT OF CONTRACTOR'S EXECUTION OF CONTRACT.** Execution of this Agreement and all other Contract Documents by the CONTRACTOR is a representation that the CONTRACTOR has visited the Project site, has become familiar with the local



JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

conditions under which the Work is to be performed, and has correlated all relevant observations with the requirements of the Contract Documents.

- 20. BUSINESS ETHICS.** CONTRACTOR employees, agents, subcontractors, vendors (or their representatives) shall not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (1) COUNTY representatives, employees or their relatives, or (2) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Contract.

CONTRACTOR employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Contract.

CONTRACTOR agrees to notify a designated COUNTY representative within 48 hours of any instance where the CONTRACTOR becomes aware of a failure to comply with the provisions of this section.

CONTRACTOR shall ensure that the foregoing provisions shall be included in any subcontract agreement entered into by and between CONTRACTOR and any subcontractor in connection with the Project.

- 21. INDEMNIFICATION.** To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against COUNTY or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require CONTRACTOR to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

CONTRACTOR's indemnity obligation set forth above shall include but not be limited to all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (1) failure of CONTRACTOR to comply with its obligations under the Contract Documents, (2) injury or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in protecting the work; (3) use of materials or other things used or employed in the construction that are not in conformance with the Contract Documents; and (4) any negligent or intentional act or omission by CONTRACTOR and any of its respective officers, employees, agents, subcontractors, suppliers, and representatives during the progress of the work or at any time before its completion and final acceptance.

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or County Indemnites, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**22. DBE REQUIREMENTS.**

**A. Disadvantaged Business Enterprise (DBE) Goal** John Wayne Airport has not established a contract specific goal for this opportunity but has established an overall DBE goal for the utilization of firms owned and controlled by socially and economically disadvantaged persons. Please see the DBE Participation section of the project manual for the overall DBE goal and other DBE information. Bidders are encouraged to make efforts to assist the airport in meeting its overall goal.

**B. DBE Termination/Substitution.** In the event that Contractor listed DBE firms in its bid, the following requirements will apply to Contractor with regard to the termination or substitution of the listed DBE firms:

- A DBE subcontractor listed by the Contractor, or a previously approved substituted DBE, may not be terminated or substituted without the prior written consent of the Project Manager.
- The Project Manager will only provide such written consent if it has been determined that the Contractor has good cause to terminate the DBE firm.
- Before seeking approval to terminate and/or substitute a DBE, Contractor will give notice in writing to the DBE subcontractor, with a copy to the Project Manager, of its intent to request to terminate and/or substitute, and the reason for the request. Contractor must give the DBE five business days to respond to contractor's notice and to advise the Project Manager and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Project Manager should not approve Contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Project Manager may approve a response period shorter than five business days.
- Contractor will be required to make good faith efforts, as determined by the County, to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal.

**C. DBE Obligations.** Contractor shall comply with the following assurance. Each contract signed with a subcontractor must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

- D. Compliance.** All CONTRACTORS or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligation, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the Airport.
- E. Reporting Requirements.** The CONTRACTOR shall provide all information and reports required by JWA, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JWA to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified.
- F. Prompt Payment:** The CONTRACTOR shall pay each progress payment within ten (10) days of its receipt of any progress payment, and shall pay retention within seven (7) days of its receipt of any retention, based on the CONTRACTOR's work to the extent of such subcontractor's interest therein and entitlement thereto. The CONTRACTOR shall comply with all prompt payment provision of the Public Contracts Codes, including but not limited to Sections 10262 and 7107.

Section 10262 of the Public Contract Code states as follows:

*The CONTRACTOR shall pay to his subcontractors, within 10 days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the CONTRACTOR on account of the work performed by his subcontractors, to the extent of each such subcontractors' interest therein. Such payments to subcontractors shall be based on estimates made pursuant to Section 10261. Any diversion by the CONTRACTOR of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for actions proscribed in Section 10253, in addition to disciplinary action by the CONTRACTOR's state license board and the department of any payment less than the amount or percentage approved for the class or item of work as set forth in Section 10261.*

Section 7107 of the Public Contract Code regarding release and payment of retention provides in pertinent part as follows:

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

*Subject to subdivision (e), within 7 days from the time that all or any portion of the retention proceeds are received by the original CONTRACTOR, the original CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.*

- 23. AUDIT.** The COUNTY reserves the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit the CONTRACTOR's accounting procedures and internal controls of the CONTRACTOR's financial systems and to examine any cost, revenue, payment, claim, other records, or supporting documentation resulting from any items set forth in the Contract Documents. Any such audit(s) shall be undertaken by the COUNTY or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. The CONTRACTOR agrees to fully cooperate with any such audit(s) and shall make office and support facilities available to the COUNTY's representative(s) as may be reasonably necessary to complete any such audits and inspections. COUNTY representatives or agents may (without limitation) conduct verifications such as verifying information and amounts through interviews and written confirmations with CONTRACTOR's employees, field and agency labor, subcontractors, and vendors.

CONTRACTOR's records shall include any and all information, materials, data of every kind and character, including without limitation, records, books, papers, documents, notes, receipts, vouchers, drawings, and any and all other agreements, sources of information and matters that may in COUNTY's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any Contract Document.

Such records shall include hard copy, as well as computer readable data, written policies and procedures, accounting records of time and expenditures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files, change order files, back charge logs, invoices, and any other CONTRACTOR records that may have a bearing on matters of interest to the COUNTY in connection with the CONTRACTOR's dealings with the COUNTY to the extent necessary to adequately permit an evaluation and verification of any or all of the following: (1) compliance with Agreement requirements; (2) compliance with COUNTY business ethics/conflict of interest expectations; (3) compliance with Agreement provisions regarding the pricing of Change Orders; (4) accuracy of CONTRACTOR representations regarding pricing of invoices; and (5) accuracy of CONTRACTOR representations related to claims submitted by CONTRACTOR or any CONTRACTOR payees.

CONTRACTOR represents and agrees that failure by CONTRACTOR to maintain such records in compliance with this section precludes CONTRACTOR from maintaining any request or claim for compensation from or against COUNTY for any time periods for which such records were not kept, and constitutes a waiver by CONTRACTOR of any such claim(s) against COUNTY for such time period(s).

JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

If an audit or examination in accordance with this section discloses overpricing or overcharges (of any nature) by the CONTRACTOR to COUNTY in excess of 1% of the total Contract billings, then, in addition to making adjustments for the overcharges, the CONTRACTOR shall reimburse the reasonable actual cost of the COUNTY's audit to the COUNTY. Any adjustments and/or payments that must be made as a result of such audit or examination shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of COUNTY's findings to the CONTRACTOR. Notwithstanding this requirement, COUNTY may exercise its right to offset.

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment. The CONTRACTOR agrees to retain all necessary records/documentation for the entire length of this audit period.

Pursuant to Government Code Section 8546.7, in the event that this Contract involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

**24. SUBCONTRACTOR AUDIT.** CONTRACTOR shall include a clause in its contracts with subcontractors, and shall require subcontractors to include a clause in its contracts with sub-subcontractors, which reserves the right for a COUNTY representative to audit any cost, payment, or settlement resulting from any items set forth in this Contract during the performance of this Contract and for a period of 3 years, or longer if required by law, after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later. This clause shall also require subcontractors to retain all necessary records for a period of not less than 3 years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Contract have been resolved, whichever is later.

**25. GOVERNING LAW AND VENUE.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in State court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this agreement, the CONTRACTOR shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Agreement has been completed, and continuing until the expiration of any limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under the Code of Civil Procedure Section 394.

**26. WORKER'S COMPENSATION LABOR CODE 3700.** The CONTRACTOR, by executing this Agreement, hereby certifies:

**JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415**

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 27. NOT USED**
- 28. AIRPORT SECURITY. Refer to General Requirements.**
- 29. BADGE ACQUISITION. Refer to General Requirements.**
- 30. BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES. Refer to General Requirements.**
- 31. JWA INFORMATION TECHNOLOGY. CONTRACTOR shall comply with the County's Information Technology requirements provided in the Project Manual. Users are required to sign an acknowledgement stating their understanding of the usage policy. A User Access Request Form is required to be submitted for access to Unifier.**
- 32. WRITTEN NOTICE. Any written notice required to be given in part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the CONTRACTOR as set forth in the Contract Documents, and to the COUNTY addressed as follows:**

**COUNTY**

Airport Director  
John Wayne Airport  
3160 Airway Avenue  
Costa Mesa, CA 92626

**CONTRACTOR**

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JOHN WAYNE AIRPORT  
AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
Project No. P415

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

CONTRACTOR

By: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY  
OF THIS AGREEMENT HAS BEEN  
DELIVERED TO THE CHAIR OF THE  
BOARD PER G.C. Sec 25103, Reso 79-1535  
Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

*\*If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth:*

- The first signature must be one of the following: a) the Chairman of the Board; b) President; or c) any Vice President.*
- The second signature must be one of the following: a) Secretary; b) the Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

APPROVED AS TO FORM:  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy

Date: 6-30-2020

**JOHN WAYNE AIRPORT  
FACILITIES DIVISION/AIRPORT DEVELOPMENT  
BID RECAP SHEET**

**PROJECT:** Airfield Lighting and Signage Improvements  
**PROJECT NO:** P415  
**A-E:** AECOM  
**JWA PROJECT MANAGER:** John Pape

**BID DUE DATE:** June 10, 2020

**ADDENDA ISSUED:** 0

NO.	BIDDER NAME, CITY AND STATE	ACKNOWLEDGED NO. OF ADDENDA	BID BOND % OF BID	TOTAL BID AMOUNT
1	Vellutini Corporation dba Royal Electric Co., Sacramento, CA	Yes	10%	\$5,999,999.99
2				
3				
4				
5				
6				
7				
8				

The above submitted Bids were opened and read by the Orange County Clerk of the Board to the public at 2:00 PM on JUNE 10, 2020 at the Orange County Hall of Administration, Santa Ana, California, 92701

Signature: \_\_\_\_\_





## Contract Summary Form

Vellutini Corporation dba Royal Electric Company

### SUMMARY OF SIGNIFICANT CHANGES

N/A – New Contract

### SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
American Road Maintenance	Seal Coat	Unknown
MB Professional Services	Geotechnical Engineering Quality Control	Unknown
V&E Tree Services	Tree Services	Unknown
Capo Projects Group	Scheduling	Unknown
Penhall Company	Labor/Demolition	Unknown
Griffith Company	Cold Milling, Asphalt Pavement, Striping	Unknown

### CONTRACT OPERATING EXPENSES

Appropriations for this project are included in the FY 2020-21 Budget for Airport Construction Fund 281.

Indirect costs are unknown at this time as department has not yet determined these costs for the project.



**PUBLIC CONTRACT CODE - PCC**

**DIVISION 2. GENERAL PROVISIONS [1100 - 22355]** ( Division 2 enacted by Stats. 1981, Ch. 306. )

**PART 3. CONTRACTING BY LOCAL AGENCIES [20100 - 22178]** ( Part 3 added by Stats. 1982, Ch. 465, Sec. 11. )

**CHAPTER 2. Bidding on Public Contracts [22000 - 22045]** ( Chapter 2 added by Stats. 1983, Ch. 1054, Sec. 1. )

**ARTICLE 3. Public Projects: Alternative Procedure [22030 - 22045]** ( Article 3 added by Stats. 1983, Ch. 1054, Sec. 1. )

**22032.**

- (a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
  - (b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.
  - (c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.
- (Amended by Stats. 2018, Ch. 169, Sec. 2. (AB 2249) Effective January 1, 2019.)*