

NAPA COUNTY AGREEMENT NO. 240179B

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this ____ day of October, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Vellutini Corporation dba Royal Electric Company, hereinafter referred to as “CONTRACTOR”;

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor’s own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as AIRPORT TERMINAL AREA REDEVELOPMENT PHASE 1, PW 23-29R-A, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled AIRPORT TERMINAL AREA REDEVELOPMENT PHASE 1, PW 23-29R-A, the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, the FAA Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation (“Standard Specifications”). The Plans, Bid Proposal, Special Provisions, the FAA Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County and for all risks of every description connected with the work except as otherwise prohibited by law; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

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BID SCHEDULE A

**NAPA COUNTY AIRPORT
AIRPORT TERMINAL AREA REDEVELOPMENT PHASE I,
PW 23-29R-A**

Bid Schedule A – PW 23-29R-A Electrical Improvements							
ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
A-1	SP-100-3.1a	Airfield Safety and Traffic Control	LS	1	\$ 14,300	fourteen thousand three hundred dollars and zero cents	\$ 14,300
A-2	SP-100-3.2a	Underground Utility Investigation and Potholing	HR	8	\$ 329	three hundred twenty-nine dollars and zero cents	\$ 2632
A-3	C-105-6.1a	Mobilization	LS	1	\$ 71,642	seventy-one thousand six hundred and forty-two dollars	\$ 71,642
A-4	C-105-6.2	Engineer/RPR Field Office	LS	1	\$ 19,900	nineteen thousand nine hundred dollars and zero cents	\$ 19,900
A-5	SP-100-3.3	Hazardous Materials Abatement for Existing Electrical Vault Building and Beacon Tower	LS	1	\$ 1	one dollar and zero cents	\$ 1
A-6	SP-100-3.5	Demolish Existing Electrical Vault Building, Abandoned Well, and Beacon Tower	LS	1	\$ 33,200	thirty-three thousand two hundred dollars and zero cents	\$ 33,200
A-7	SP-100-3.6	Remove and Salvage Existing Airport Sign	LS	1	\$ 3,250	three thousand two hundred fifty dollars and zero cents	\$ 3,250
A-8	F-162-5.1a	Remove Existing Chain-Link Fence	LF	100	\$ 66	sixty-six dollars and zero cents	\$ 6,600
A-9	F-162-5.1c	Install Chain-Link Fence (Type 2), 6-Foot Height, with Barbed Wire	LF	30	\$ 464	four hundred sixty-four dollars and zero cents	\$ 13,920
A-10	F-162-5.2	Relocation of Existing Automatic Sliding Gate	LS	1	\$ 45,100	forty-five thousand one hundred dollars and zero cents	\$ 45,100
A-11	L-101-5.1	Roof-Mounted L-801A(L), 240VAC, CLASS 1 Airport Rotating Beacon, in Place	EA	1	\$ 24,400	twenty-four thousand four hundred dollars and zero cents	\$ 24,400
A-12	SP-100-3.15	Structural Mounting for Rotating Beacon	LS	1	\$ 7,200	seven thousand two hundred dollars and zero cents	\$ 7,200

Napa County Airport
Napa, California
Airport Terminal Area Redevelopment Phase I

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Proposal Forms
Re-Bid Set
County Project No. PW 23-29R-A, B, and C

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Napa, California
Airport Terminal Area Redevelopment Phase I

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Contract for Construction
Re-Bid Set

Bid Schedule A – PW 23-29R-A Electrical Improvements							
ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
A-13	L-108-5.1a	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	LF	20,600	\$ 2	two dollars and zero cents	\$ 41,200
A-14	L-108-5.1b	No. 8 AWG, 600V, XHHW, Installed in Duct Bank or Conduit	LF	420	\$ 5	five dollars and zero cents	\$ 2,100
A-15	L-108-5.1c	No. 6 AWG Cable (Solar System 1), Installed in Conduit	LF	1,230	\$ 5	five dollars and zero cents	\$ 6,150
A-16	L-108-5.1d	No. 4 AWG Cable (Solar System 2), Installed in Conduit	LF	350	\$ 7	seven dollars and zero cents	\$ 2,450
A-17	L-108-5.1e	No. 500 MCIM Cable (To Electrical Room), Installed in Conduit	LF	530	\$ 34	thirty-four dollars and zero cents	\$ 18,020
A-18	L-108-5.1f	No. 8 GND, 5kV, Type C Cable, Installed in Duct Bank or Conduit	LF	1,800	\$ 4	four dollars and zero cents	\$ 7,200
A-19	L-108-5.1g	No. 10 GND, 600V, XHHW, Installed in Duct Bank or Conduit	LF	210	\$ 4	four dollars and zero cents	\$ 840
A-20	L-108-5.1h	No. 6 GND Cable (Solar System 1), Installed in Conduit	LF	310	\$ 7	seven dollars and zero cents	\$ 2,170
A-21	L-108-5.1i	No. 8 GND Cable (Solar System 2), Installed in Conduit	LF	90	\$ 5	five dollars and zero cents	\$ 450
A-22	L-108-5.1j	No. 3 GND Cable (To Electrical Room), Installed in Conduit	LF	180	\$ 7	seven dollars and zero cents	\$ 1,260
A-23	L-108-5.1k	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	2,200	\$ 4	four dollars and zero cents	\$ 8,800
A-24	L-110-5.1	Miscellaneous Electrical Removals, Connections, and Coordination	LS	1	\$ 66,100	sixty-six thousand one hundred dollars and zero cents	\$ 66,100
A-25	L-110-5.2a	CLSM-Encased (Or Directional Bore), Electrical Duct Bank, 8-Way 4-Inch Sch 40 PVC	LF	60	\$ 436	four hundred thirty-six dollars and zero cents	\$ 26,160

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Napa, California
Airport Terminal Area Redevelopment Phase I

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Proposal Forms
Re-Bid Set
County Project No. PW 23-29R-A, B, and C

Bid Schedule A – PW 23-29R-A Electrical Improvements

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
A-26	L-110-5.2b	CLSM-Encased (Or Directional Bore), Electrical Duct Bank, 6-Way 4-Inch Sch 40 PVC	LF	300	\$ 304	three hundred four dollars and zero cents	\$ 91,200
A-27	L-110-5.2c	CLSM-Encased (Or Directional Bore), Electrical Duct Bank, 1-Way 2-Inch Sch 40 PVC	LF	20	\$ 188	one hundred eighty-eight dollars and zero cents	\$ 3,760
A-28	SP-100-3.14	Directional Bore, Electrical Duct Bank, 4-Way 2-Inch Sch 40 PVC	LF	230	\$ 142	one hundred forty-two dollars and zero cents	\$ 32,660
A-29	L-110-5.2d	Non-Encased (Or Directional Bore), Electrical Duct Bank, 8-Way 4-Inch Sch 40 PVC	LF	90	\$ 238	two hundred thirty-eight dollars and zero cents	\$ 21,420
A-30	L-110-5.2e	Non-Encased (Or Directional Bore), Electrical Duct Bank, 5-Way 2-Inch Sch 40 PVC	LF	60	\$ 110	one hundred ten dollars and zero cents	\$ 6,600
A-31	L-110-5.2f	Non-Encased (Or Directional Bore), Electrical Duct Bank, 4-Way 2-Inch Sch 40 PVC	LF	1,290	\$ 63	sixty-three dollars and zero cents	\$ 81,270
A-32	L-110-5.2g	Non-Encased (Or Directional Bore), Electrical Duct Bank, 1-Way 2-Inch Sch 40 PVC	LF	160	\$ 38	thirty-eight dollars and zero cents	\$ 6,080
A-33	L-115-5.1a	Electrical Pullbox, Aircraft Rated, 36x36x30"D	EA	1	\$ 20,200	twenty thousand two hundred dollars and zero cents	\$ 20,200
A-34	L-115-5.1b	Electrical Pullbox, HS-20 Rated, 36x36x30"D	EA	2	\$ 13,700	thirteen thousand seven hundred dollars and zero cents	\$ 27,400
A-35	L-115-5.1c	Electrical Pullbox, HS-20 Rated, 24x36x30"D	EA	4	\$ 14,000	fourteen thousand dollars and zero cents	\$ 56,000
A-36	L-115-5.1d	Electrical Junction Can, L-867, Size B	EA	1	\$ 2,350	two thousand eight hundred fifty dollars and zero cents	\$ 2,350
A-37	L-109-7.1a	Installation of Electrical Equipment within Proposed Electrical Room	LS	1	\$ 191,000	one hundred ninety-one thousand dollars and zero cents	\$ 191,000
A-38	L-109-7.1b	Installation of Conduit and Miscellaneous Infrastructure Throughout Existing 2000 Airport Road Building	LS	1	\$ 23,700	twenty-three thousand seven hundred dollars and zero cents	\$ 23,700

Napa County Airport
Napa, California
Airport Terminal Area Redevelopment Phase I

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Proposal Forms
Re-Bid Set
County Project No. PW 23-29R-A, B, and C

Napa County Airport
Napa, California
Airport Terminal Area Redevelopment Phase I

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Contract for Construction
Re-Bid Set

Bid Schedule A – PW 23-29R-A Electrical Improvements

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
A-39	L-109-7.2a	L-829 Constant Current Regulator, 20 kW, 3 Step, 240V, In-Place	EA	1	\$ 44,100	forty-four thousand one hundred dollars and zero cents	\$ 44,100
A-40	L-109-7.2b	L-829 Constant Current Regulator, 10 kW, 3 Step, 240V, In-Place	EA	1	\$ 32,000	thirty-two thousand dollars and zero cents	\$ 32,000
A-41	SP-109-5.1	Remove Existing and Install New L-890 ALCMS	LS	1	\$ 252,000	two hundred fifty-two thousand dollars and zero cents	\$ 252,000
A-42	SP-100-3.16	Existing Room Modifications	LS	1	\$ 92,900	ninety-two thousand nine hundred dollars and zero cents	\$ 92,900
A-43	SP-100-3.17	HVAC Modifications in Proposed Electrical Room	LS	1	\$ 39,800	thirty-nine thousand eight hundred dollars and zero cents	\$ 39,800
A-44	SP-100-3.18	Design and Installation of Fire Protection Systems in Proposed Electrical Room	LS	1	\$ 35,500	thirty-five thousand five hundred dollars and zero cents	\$ 35,500
TOTAL BID SCHEDULE A IN FIGURES							\$ 1,485,485
TOTAL BID SCHEDULE A IN WORDS: <i>one million four hundred eighty-five thousand four hundred eighty-five dollars</i>							

Dina Kumbli - President & CEO

Bidder's Signature/Title

Vellutini Corporation dba Royal Electric Company

Company

CSLB# 357377 / Expire Date: 05/31/2025

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

Napa County Airport
Napa, California
Airport Terminal Area Redevelopment Phase I

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Proposal Forms
Re-Bid Set
County Project No. PW 23-29R-A, B, and C

Napa County Airport
Napa, California
Airport Terminal Area Redevelopment Phase I

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Contract for Construction
Re-Bid Set

IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

NAPA COUNTY, a political subdivision of the State of California

By _____
 BELIA RAMOS, Chair of the Board of Supervisors

“COUNTY”

VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY

By _____
 DINA KIMBLE, President, CEO & Secretary

“CONTRACTOR”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>October 6, 2023</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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NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

FAA PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e) Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) Incorporation of Provisions: The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public

and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.