



**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT
FOR
PAVING, CONCRETE MAINTENANCE & REPAIR
JOB ORDER CONTRACT D**

TRANSPORTATION DIVISION

**SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS**



**COUNTY OF SANTA BARBARA AGREEMENT FOR:
PAVING, CONCRETE MAINTENANCE & REPAIR JOB ORDER CONTRACT D**

Auditor – Controller Contract No. BC17-170

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and R. Burke Corporation hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders and Special Provisions
2. Job Order Contracting Special Conditions
3. Construction Task Catalog®
4. Job Order Contracting Technical Specifications
5. State of California, Department of Transportation 2010 Standard Specifications
6. State of California, Department of Transportation 2010 Standard Plans
7. State of California, Department of Transportation 2010 Revised Standard Specification
8. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
9. Santa Barbara County Code
10. The Proposal executed and submitted by the Contractor
11. Notice to Bidders
12. The Faithful Performance and Payment Bonds, and
13. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Department of Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR
PAVING, CONCRETE MAINTENANCE & REPAIR JOB ORDER CONTRACT**

2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said COUNTY, all in strict accordance with the Contract Documents provided.

3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for Job Order performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said Job Order has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under Job Order and the payment of undisputed contract amounts due for any related Supplemental Job Orders, shall release the County of Santa Barbara from any and all claims or liabilities on account of that Job Order or any related Supplemental Job Orders. In addition to guarantees required elsewhere, CONTRACTOR shall and does

hereby guarantee all workmanship and material to be free of defects for a period of one year from and after either the date of acceptance of the Job Order or recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the COUNTY, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

4. EXECUTION OF COUNTERPARTS This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument."

5. RECORDS, AUDIT, AND REVIEW CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

6. PAYMENT The Contract is an indefinite-quantity contract for construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is \$25,000. The Maximum Contract Value is \$1,000,000.


The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Job Order Price.

7. SURVIVAL All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

8. CONTRACT TERM The Term of this Contract shall be for one year.

CONTRACTOR


R. Burke Corporation
865 Capitolio Way
San Luis Obispo, CA 93401

BY: 
ROBERT E. BURKE, V.P.

License No. 264193

Business Type: Corporation

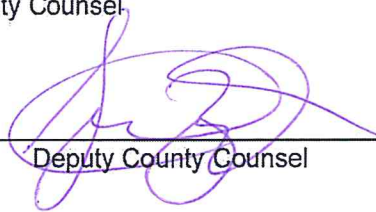
By: _____
Chairperson, Board of Supervisors
County of Santa Barbara

By:  _____
Scott D. McGolpin
Director of Public Works

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy

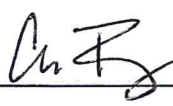
APPROVED AS TO FORM:
Michael Ghizzoni
County Counsel

BY:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, C.P.A.
Auditor-Controller

BY:  _____

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

BY:  _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	02	2710	0500	0016	7510	Varies

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

R. Burke Corporation

ROBERT E. BURKE 
By


VICE PRESIDENT
Title

AUGUST 30, 2016
Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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.

R. Burke Corporation

ROBERT E. BURKE 
By

VICE PRESIDENT
Title

AUGUST 30, 2016
Date

(Submit completed form with your Agreement, Bonds and Certificates of Insurance)