

# **ATTACHMENT 3**

## **JOB ORDER CONTRACT**

# **C**

**HORIZONS CONSTRUCTION CO.  
INTERNATIONAL, INC.**

**(3 Originals)**

# Contract Summary

BC \_\_\_\_\_ - \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	2017-18
D2.	Department Name:	Transportation / Engineering
D3.	Contact Person:	Brittany Heaton
D4.	Telephone:	(805) 568-3035

K1.	Contract Type:	Construction
K2.	Brief Summary of Contract Description/Purpose:	Paving, Concrete Maintenance, & Repair
K3.	Department Project Number:	Job Order Contract C
K4.	Original Bid Amount:	
K4a	Supplemental:	
K4b	Contingency:	
K4c	Total Contract Amount:	Minimum \$25,000 – not to exceed \$750,000
K5.	Contract Begin Date:	September 19, 2017
K6.	Original Contract End Date:	Per terms of Contract
K7.	Amendment? (Yes or No):	No
K8.	- New Contract End Date:	Per terms of Contract
K9.	- Total Number of Amendments:	
K10.	- This Amendment Amount:	\$
K11.	- Total Previous Amendment Amounts:	\$
K12.	- Revised Total Contract Amount:	\$

B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	September 19, 2017
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	
B4.	Lowest Bid Amount (if bid):	
B5.	If Board waived bids, show Agenda Date: and Agenda Item Number:	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	

F1.	Fund Number:	0016
F2.	Department Number:	054
F3.	Line Item Account Number:	7510
F4.	Project Number (if applicable):	
F5.	Program Number (if applicable):	2710
F6.	Org Unit Number (if applicable):	0500
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	
V2.	Payee/Contractor Name:	Horizons Construction Co. International, Inc.
V3.	Mailing Address:	432 Meats Avenue
V4.	City State (two-letter) Zip (include +4 if known):	Orange, CA 92865
V5.	Telephone Number:	714-626-0000
V6.	Vendor Contact Person:	Kinan Kotrash
V7.	Workers Comp Insurance Expiration Date:	
V8.	Liability Insurance Expiration Date:	
V9.	Professional License Number:	825022
V10	Verified by (print name of county staff):	Brian Gilbert, CPA

V11 Company Type (Check one):      Individual      Sole Proprietorship      Partnership      Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 9/5/17 Authorized Signature: Brittany Heaton CPA



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

**CONTRACT  
FOR  
PAVING, CONCRETE MAINTENANCE & REPAIR  
JOB ORDER CONTRACT  
PROJECT NO. 820000-17**

**TRANSPORTATION DIVISION**

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



## COUNTY OF SANTA BARBARA AGREEMENT FOR:

Auditor – Controller Contract No. \_\_\_\_\_

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and California Averland Construction, Inc. 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<sup>®</sup>
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 \$750,000.

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**

California Averland Construction, Inc.

339 N. Virgil Avenue

Los Angeles, CA 90004

BY: 

License No. 810681

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

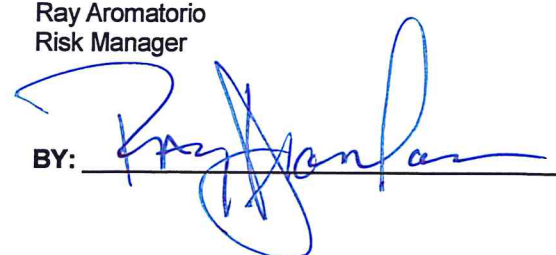
**APPROVED AS TO FORM:**  
Michael Ghizzoni  
County Counsel

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

**PROPOSAL**

**TO THE HONORABLE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
COUNTY PROJECT NO. 820000-17 JOC**

NAME OF BIDDER CALIFORNIA AVERLAND CONSTRUCTION, INC.

BUSINESS P.O. BOX 339 N. VIRGIL AVE.

CITY, STATE, ZIP LOS ANGELES, CA 90004

BUSINESS STREET ADDRESS 339 N. VIRGIL AVE.  
(include even if P.O. Box used)

CITY, STATE, ZIP LOS ANGELES, CA 90004

TELEPHONE NO: AREA CODE ( 323 ) 667-0071

FAX NO: AREA CODE ( 323 ) 667-1034

CONTRACTOR LICENSE NO. 810681 LICENCE CLASSIFICATION A, B

PUBLIC WORKS CONTRACTOR REGISTRATION NO. 1000025805

BUSINESS TYPE (Check one): Corporation  Partnership  Sole Proprietorship

CONTACT PERSON NAME EDWARD HWANG CONTACT PERSON PHONE No. 323-667-0071

CONTACT PERSON E-MAIL EDWARDHWANG@CAL-AVERLAND.COM

EMPLOYER'S TAX IDENTIFICATION NUMBER 68-0493664

- Bidder agrees, if this bid is accepted, to enter into a contract with the County, to perform the work provided in the Contract under the terms of the Contract.
- The Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier (% weight)</b>	<b>= Total</b>
1.	Adjustment Factor for Normal Working Hours for Project located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>0.9500</u>	X 0.40	= <u>0.3800</u>
2.	Adjustment Factor for Other Than Normal Working Hours for Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	<u>0.9800</u>	X 0.10	= <u>0.0980</u>
3.	Adjustment Factor for Normal Working Hours for Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>0.9500</u>	X 0.40	= <u>0.3800</u>



4.	Adjustment Factor for Other Than Normal Working Hours for Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	<u>0.9800</u>	X 0.10	<u>=0.0980</u>
5.	<b>Add all the Total amounts in the right column. The Sum of these Total amounts is the Award Criteria Figure.</b>			<u>= 0.9560</u>

3. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
4. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factors.**
5. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.
7. Bidder has and acknowledges the following addenda:  


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8. Bidder submits this bid with one of the following forms of bidder security equal to \$25,000:  
Cash \_\_\_\_\_ Cashier's Check, Certified Check, Bidder's Bond
9. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
  - 9.1. Criminal prosecution
  - 9.2. Rejection of Bid
  - 9.3. Rescission of the award
  - 9.4. Termination of the Contract



8/17/2017  
BY (Authorized Signature) DATE SIGNED (Do not type)

JOSEPH KIM, PRESIDENT  
PRINTED NAME AND TITLE OF PERSON SIGNING



**CERTIFICATE OF COMPLIANCE**

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

  
California Averland Construction, Inc.

JOSEPH KIM  
By

PRESIDENT  
Title

8/29/2017  
Date

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**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.

  
California Averland Construction, Inc.

JOSEPH KIM  
By

PRESIDENT  
Title

8/29/2017  
Date

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