

**AGREEMENT WITH CALIFORNIA BARRICADE RENTALS, INC., TO PROVIDE
ON-CALL TRAFFIC CONTROL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of February 2022, by and between California Barricade Rentals, Inc., dba as California Barricade, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On November 2, 2021, the City issued Request for Proposal No. 21-120, by which it sought a qualified contractor to provide on-call traffic control services for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-120.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-120, which is attached as **Exhibit A** and incorporated in full, and as further described in Contractor’s Proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of two (2) contractors selected to provide services on an on-call basis under RFP 21-120. The total annual compensation for services provided by all contractors selected under RFP No. 21-120 shall not exceed the shared aggregate amount of five hundred thousand dollars and zero cents (**\$500,000**).
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on February 1, 2022 and terminate on January 31, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one (1) two (2) year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to

Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$2,000,000** per claim with \$2,000,000 in the aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies (applicable only to professional liability):**
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

8. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this

Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: California Barricade Rentals, Inc.
1550 E. Saint Gertrude Place
Santa Ana, CA 92705
Attn: Kellie Hurst, Vice President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or

obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

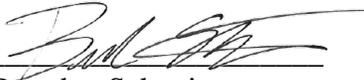
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

[signatures continued on next page]

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
Brandon Salvatierra
Deputy City Attorney



Name: Kellie Hurst
Title: Vice President

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL TRAFFIC CONTROL SERVICES
RFP NO.: 21-120**

Introduction / Background

The City of Santa Ana intends to retain traffic control specialist contractor(s) on an as-needed or “on-call” basis. A Professional Services Agreement will be entered into with one or more of the qualified contractor(s) to provide professional traffic control services for a variety of projects in the City.

The work consists of general traffic control services. Each project and location will vary and each will be based on task order assignment. The selected contractor(s) shall comply with all City, local, State and Federal traffic related regulations. On occasions, the selected contractor(s) will be asked to provide professional engineering traffic plans for specific task orders, based on an agreed-upon specific scope of services and fees.

Scope of Services

The work consists of temporary and permanent traffic control services and the necessary traffic control devices, personnel and related equipment generally consisting of the following and not limited to:

- PSMS citywide measure campaign
- Work area traffic control setup
- Job site flagging
- Lane closures
- Sidewalk closure
- Road closures (includes installation of K-Rail or water filled K-Rail and water truck used to fill plastic K-Rail container)
- Vehicle, bicycle and pedestrian detours
- Special event and traffic control set-up and pick-up
- Maintenance of Traffic Control zone (reset and replace missing delineators and barricades, etc... equipment)

The City’s Project Manager will notify the contractor(s) when traffic control services are needed. The contractor(s) must be able to respond within a 48-hour period for planned services and within 2-hours of an emergency task order.

Note – Contractor(s) may be required to furnish material, equipment and supplies. Work may be performed after hours which may require specific equipment for night time work.

The Project manager or his/her(s) duly authorized representative will monitor the contractor(s) operations and on periodic basis to assure compliance with proper traffic control and safety procedures.

The selected contractor(s) must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

Project Management, Equipment/Supplies:

The contractor(s) services and materials shall be in accordance with the provisions, guidelines and specifications detailed here in and not limited to the latest editions of the following: Manual on Uniform Traffic Control Devices (MUTCD), Work Area Traffic Control Handbook (WATCH), American Association of State Highway and Transportation Officials (AASHTO), Caltrans, the Americans with Disabilities Act, the City of Santa Ana Municipal Code (SAMC), professional Standards established by the City of Santa Ana standard plans section 1125F, and or federal, state and local guidelines established in the project.

All vehicles involved in the traffic control job order shall be clearly identified, and any vehicle participating in traffic control setups and takedowns must have all warning and flashing signs properly and fully functional including and not limited to: warning signs, flashing lights, arrow boards, and safety backup alarms. Traffic mounted attenuators will be required for traffic control performed on major arterial streets.

The contractor(s) shall have project management control procedures in effect during the entire time work is being performed under the Agreement. This task shall include the following:

- Project Management Plan- the consultant shall provide a detail management plan including information and coordination to ensure compliance and completion of the job order tasks
- Quality Control/Quality Assurance (QA/QC) Plan
- Project Schedule/Invoicing
- Project Correspondence

In case of conflict, ambiguities, discrepancies, errors, or omissions, the contractor(s) shall submit the matter to the City for clarification.

The following services/items shall include, but are not be limited to:

1. If included in the on-call project scope, attend meetings with the City staff as required.
2. The contractor(s) shall coordinate the work with the proper regulatory agencies and have their respective representatives on site if required.
3. Contractor shall monitor all traffic control setups to ensure proper functioning and or to repair damaged or missing traffic control.

4. The contractor(s) personnel shall be responsible and carry themselves in a professional manner to the general public and City Staff at all times while performing work for the City. The City reserves the right, at the sole discretion of the project manager, and may request the contractor(s) to remove any employee and or sub-contractor(s) for any reason deem detrimental to the City and the safety of the public.
5. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

All information regarding the job order and or documentation related to the project and approved by the City, will then become property of the City.

A more detailed scope of work will be provided when/if a specific project or Task Order proposal is requested from the contractor(s). All tasks orders shall include the staff title, hours, hourly rate and totals as related to the project. (See Fee Proposal Section).

City Responsibilities:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards) if needed

Fee Proposal:

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

The fee proposal shall include the company's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this this documents. A list of all positions and hourly rates required to perform the services described herein. Equipment and material costs/fees to perform Traffic Control should be listed in fee schedule. A more specific scope of work will be provided when/if a project or Task Order proposal is requested from the contractor(s).

Other Terms and Conditions:

1. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
2. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and fee proposals.
3. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
4. Accessibility. The Contractor shall fully inform himself regarding any particularities and limitations of the space available for the work to be performed. The contractor(s) shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
5. Cleanup during performance and upon completion of the work for this project contractor will remove all unused equipment of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless stated or directed otherwise by these specifications. Contractor shall leave the entire area clean in an acceptable condition as approved by the City.
6. Examination of Specification and Site. Contractor is expected to carefully examine the site of the proposed work and all proposal specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
7. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
8. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advanced and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
9. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.
10. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

11. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

12. Subcontractors

- Contractor agrees to bind every subcontractor to the terms of the Agreement Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Agreement Documents shall create any contractual relationship between any subcontractor and the City.
- The City reserves the right to approve all subcontractors. The City's Approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations in the Agreement Documents.
- Prior to substituting any subcontractor listed in the Proposal Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

13. Safety Requirements/Violations

- Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, the City will review violations recorded as serious or willful for federal or state OSHA regulations within the last five (5) years.
- Contractors must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a proposal as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the contractor as non-responsive following a hearing
- A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the contractor, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

- Describe your safety measures plan to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

EXHIBIT B

RFP NO. 21-021

On-Call Traffic Control Services

CITY OF SANTA ANA

Santa Ana Public Works Agency

Respectfully submitted to:



Respectfully submitted by:



City of Santa Ana
RFP 21-120 Submittal
On-Call Traffic Control Services

Cover Letter
Contract Agreement Statement



November 29, 2021

Azadeh Azad
City of Santa Ana
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701

SUBJECT: Letter of Commitment to Provide On-Call Traffic Control Services
City of Santa Ana RFP #21-120

Dear Azadeh Azad:

This Letter of Commitment confirms that California Barricade, Inc. agrees to serve the City of Santa Ana Public Works Agency as a service provider on the above-referenced contract, providing work zone traffic control services, and rental and sale of temporary traffic control devices.

California Barricade, Inc. holds a valid City of Santa Ana business license, is registered with the DIR and holds an SBE certificate through the California Department of General Services. All are included within our bid package.

For contractual matters, I am the point of contact. As vice president of California Barricade, Inc., I am a duly authorized officer of the firm and can bind and commit the firm to the contractual obligations of this contract. I can be contacted at our office address at 1550 E. Saint Gertrude Place Santa Ana, CA 92705. My office phone number (714) 558-8474, and my email address is kellie@californiabarricade.com.

We have had the privilege of serving the City of Santa Ana since 1998, and we are committed to continuing to provide the best possible service at competitive rates. Additionally, we are confident that we can offer value-added services to effectively and efficiently complete the tasks assigned to us under this contract.

Sincerely,

A handwritten signature in blue ink that reads "Kellie Hurst".

Kellie Hurst
Vice President
California Barricade, Inc.



November 29, 2021

Azadeh Azad
City of Santa Ana
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701

SUBJECT: Provision Concurrence and Concerns

Dear Azadeh Azad:

California Barricade, Inc. concurs with all provisions of this contract with the exception of the following:

Appendix Attachment 2 Standard Agreement Section 7. Insurance

- The requirement for Professional Liability insurance is \$2,000,000 aggregate. California Barricade, Inc. currently holds \$1,000,000 aggregate. We respectfully request the city accept the current limit. If not, we will increase our limit in honor of the contract.

Appendix Attachment 3-12: Statement Regarding Community Workforce Agreement (CWA) Requirements

- California Barricade, Inc. is not signatory to a union and is unable to sign the above mentioned Attachment. We do however adhere to all public works compliance requirements for a private firm, including timely filing of the following.
 - DAS140 Public Works Contract Award Information
 - DAS142 Request for Dispatch on an Apprentice
 - Certified Payroll with Statement of Compliance
 - Training Fund Contribution to the California Apprenticeship Council

We welcome all dialog and hope the city will recognize our ability to meet and comply with all other provisions of the contract.

Sincerely,

A handwritten signature in blue ink that reads 'Kellie Hurst'.

Kellie Hurst
Vice President
California Barricade, Inc.

City of Santa Ana
RFP 21-120 Submittal
On-Call Traffic Control Services

Company and Team Experience
Understanding of Need
Financial Capacity and Availability
References
Scope of Services and Schedule

FIRM & TEAM EXPERIENCE ORGANIZATIONAL CHART

California Barricade, Inc. is a California Subchapter S Corporation and has been in business since 1984 providing work zone traffic control services and rental and sale of temporary traffic control devices. We service a variety of industries including, but not limited to: state and local governments, municipalities, paving, construction, environmental, pipeline, and entertainment companies.

We have held our C-31 work zone traffic control contractor's license (785733) uninterrupted since this class was instituted in the year 2000. At that time, California Barricade, Inc. was grandfathered in when we were recognized as one of the few leading experts in the field.

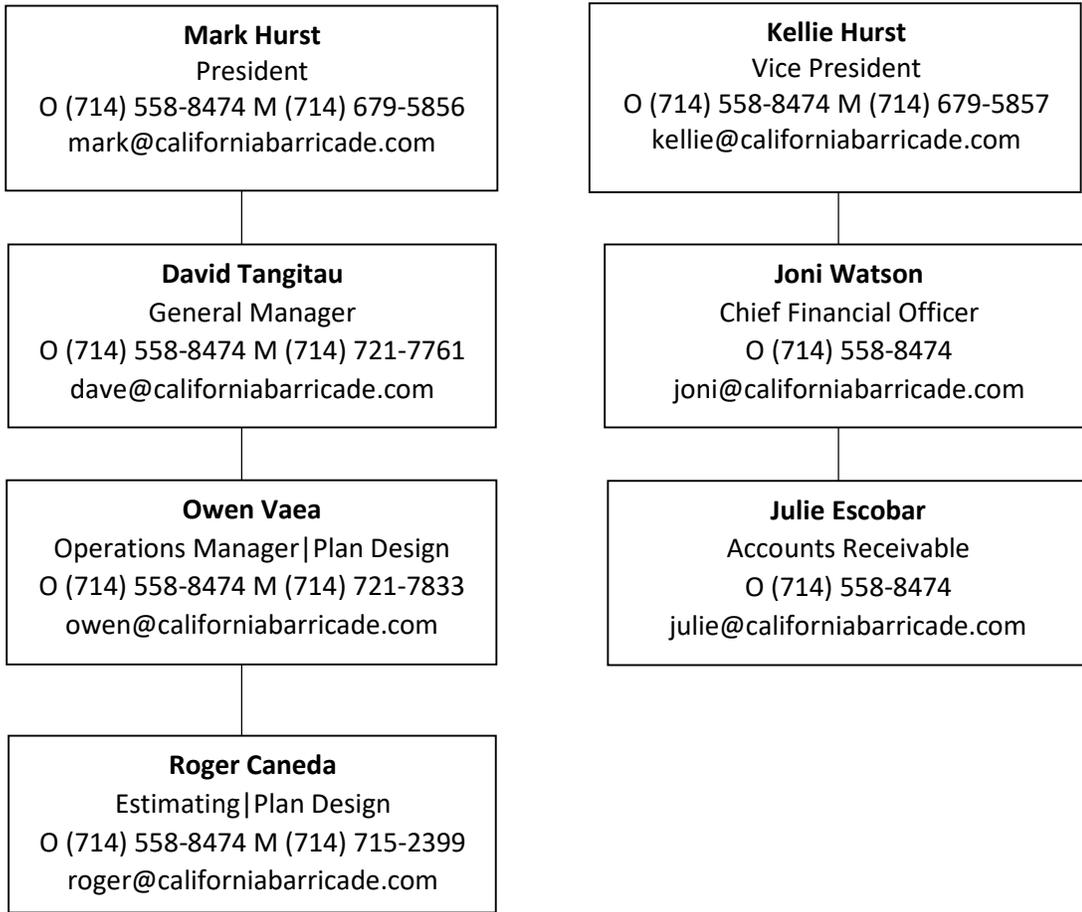
California Barricade, Inc. employs highly trained ATSSA certified traffic control supervisors, traffic control technicians, flaggers, and traffic plan designers. They undergo training on a continuous basis. Their training and expertise gives them a working knowledge of how to accurately perform in diverse traffic situations per specifications outlined in traffic control plans, Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), California Temporary Traffic Control Handbook (CATTCH) California Joint Utility Traffic Control Manual (CJUTCM), and the Work Area Traffic Control Handbook (WATCH).

Employees of California Barricade, Inc. hold certifications in the following safety programs:

- ATSSA Certified Traffic Control Supervisor
- ATSSA Certified Traffic Control Technician
- ATSSA Certified Flagger
- ATSSA Certified Traffic Control Design Specialist
- Loss Prevention System
- API Worksafe
- Passport Safety Program
- OSHA 10 Hour Occupational Safety & Health
- OSHA 40 Hour HAZWOPER
- NSC Defensive Driving



Organizational Chart



Client Specialists		
Sitina Vaea O (714) 558-8474 sitina@californiabarricade.com	Christina Novoa O (714) 558-8474 christina@californiabarricade.com	
ATSSA Certified Traffic Control Supervisors, Technicians, Flaggers, Plan Designers		
Steven Aguilar (714) 380-1164	Gilberto Panameno (714) 679-5863	Tanoa Seau (714) 497-9725
Roger Caneda (714) 715-2399	Ernesto Rivera (714) 785-2405	Edward Semaia (714) 679-5861
Adrian Cruz (714) 450-5569	Andrew Rodriguez (714) 679-6293	Jeff Sin (714) 721-7817
Mark Gomez (714) 558-8474	Andrew Rodriguez, Jr. (714) 558-8474	Amanake Vaea (714) 721-7828
Jose Gonzalez (714) 476-4490	Eric Rodriguez (714) 497-7765	



Registrations/Certifications

- ATSSA Certified Traffic Control Supervisor
- ATSSA Certified Traffic Control Technician
- ATSSA Certified Flagger
- 40 Hour HAZWOPER
- LPS Certified
- API WorkSafe Certified
- NSC Defensive Driving Certified

Areas of Expertise

- Project management specific to the scope of work zone traffic control.
- Crew development, training, and project specific preparation.
- Project specific site assessments with an eye toward well executed and sometimes creative work zone traffic control in challenging locations.

David Tangitau | General Manager

Mr. Tangitau has 19 years of extensive experience within the work zone traffic control industry. Initially hired as a flagger, he quickly progressed to a certified technician. Gaining significant experience, he advanced to a certified traffic control supervisor. During his time of gaining experience specific to work zone traffic control, he also gained invaluable experience managing crews and engaging with clients on job sites. Currently, he oversees all projects for California Barricade Rentals, Inc., and has developed a team of well trained, safety focused, certified technicians and flaggers.

Relevant Experience

▪ **City of Santa Ana**

Mr. Tangitau provides oversight of projects with extensive and diverse traffic control scenarios for the Water Resources Departments, and for all city-wide community events requiring traffic/crowd control.

▪ **Irvine Ranch Water District**

Mr. Tangitau provides oversight of projects with extensive and diverse traffic control scenarios for both scheduled and emergency response traffic control related to water and sewer operations.

▪ **GeoSyntec Consultants, Inc. (Caltrans)**

Mr. Tangitau provides oversight of projects with extensive and diverse traffic control scenarios on Southern California highways for Caltrans projects managed by GeoSyntec Consultants, Inc.

▪ **GHD, Multiple Southern California Sites**

Mr. Tangitau provided oversight of projects with extensive and diverse traffic control scenarios for environmental related activities.

▪ **RL Clotworthy (Verizon 5G)**

Mr. Tangitau provides oversight of projects with extensive and diverse traffic control scenarios for infrastructure related activities.

▪ **Ninyo & Moore, Multiple Southern California Sites**

Mr. Tangitau provided oversight of projects with extensive and diverse traffic control scenarios for environmental related activities including well installation and abandonment as well as sampling and monitoring.



Registrations/Certifications

- ATSSA Certified Traffic Control Supervisor
- ATSSA Certified Traffic Control Design Specialist
- ATSSA Certified Traffic Control Technician
- ATSSA Certified Flagger
- 40 Hour HAZWOPER
- LPS Certified
- API WorkSafe Certified
- NSC Defensive Driving Certified

Areas of Expertise

- Project management specific to the scope of work zone traffic control.
- Crew safety training and project specific safety preparations.
- Project specific site assessments with an eye toward well executed and sometimes creative work zone traffic control in challenging locations.
- Expert development of traffic control plans specific to site location and governing agency regulations.

Owen Vaea | Operations Manager, Safety Supervisor

Mr. Vaea has 12 years of extensive experience within the work zone traffic control industry. Initially hired as a flagger, he quickly progressed to a certified technician. Gaining significant experience, he advanced to a certified traffic control and safety supervisor. During his time of gaining experience specific to work zone traffic control, he also gained invaluable experience managing crews and engaging with clients on job sites. Currently, he oversees all projects for California Barricade Rentals, Inc., and has developed a team of well trained, safety focused, certified technicians and flaggers. Mr. Vaea also has vast experience developing site specific work zone traffic control plans.

Relevant Experience

- **City of Santa Ana**
Mr. Vaea provides oversight of projects with extensive and diverse traffic control scenarios for the Water Resources Departments, and for all city-wide community events requiring traffic/crowd control.
- **Irvine Ranch Water District**
Mr. Vaea provides oversight of projects with extensive and diverse traffic control scenarios for both scheduled and emergency response traffic control related to water and sewer operations.
- **GeoSyntec Consultants, Inc. (Caltrans)**
Mr. Vaea provides oversight of projects with extensive and diverse traffic control scenarios on Southern California highways for Caltrans projects managed by GeoSyntec Consultants, Inc.
- **GHD**
Mr. Vaea provides oversight of projects with extensive and diverse traffic control scenarios for environmental related activities.
- **RL Clotworthy (Verizon 5G)**
Mr. Vaea provides oversight of projects with extensive and diverse traffic control scenarios for infrastructure related activities.

UNDERSTANDING OF NEED

California Barricade, Inc. has vast experience in meeting the traffic control requirements for the City of Santa Ana. As an approved vendor since the early 1990's, we have expanded substantially the level of service and commitment to the City. We have, and will continue to provide excellent service and response to both City employees, and outside organizations that work within city limits.

Experts in Our Field

California Barricade, Inc. has been in business as a C-31 Work Zone Traffic Control service provider since 1984, and employs only ATSSA Certified Traffic Control Supervisors, Technicians, and Flaggers. We have a command of MUTCD, WATCH, AASHTO, Caltrans standard plans, and the SAMC. We possess the ability to design and read all manner of traffic control plan. The ongoing intensive training and refreshing that our field personnel receive is the highest level available in our industry.

Commitment to Safety

The safety culture at California Barricade, Inc. is vibrant and engaging. Every employee is committed to everyone they work with, on and off the job site, going home safe every day. Considerable time and resources are invested in training, behavior, awareness, and communication. Daily tailgate talks, and monthly safety meetings equip all employees with the tools needed to do their job safely.

Customer Service Excellence

The City of Santa Ana has enjoyed, and will continue to enjoy access to all California Barricade, Inc. support personnel. Every employee is committed to a positive and productive relationship with City personnel.

Mark Hurst	President
Kellie Hurst	Vice President/Contracts
David Tangitau	General Manager
Owen Vaea	Operations Manager Safety Supervisor
Sitina Vaea	Quotes/Scheduling/Insurance
Julie Escobar	Billing

Timely Proposal Processing

Immediately upon request, our team of qualified employees will properly assess the required field operations, and prepare a proposal according to the needs of the City. Typical turn-around time is 1-2 business days. In the event a site visit is required, the proposal may take 2-4 days. Every effort will be made to provide proposals within the timeframe communicated by the City.

Pre-field Meeting Attendance

California Barricade, Inc. has faithfully attended, and fully participated in pre-field meetings, and will continue to do so. We will use those opportunities to build relationships, better understand the scope of work, and the needs of those involved in the planning. This allows us to enhance our level of service to properly respond to concerns about safety, and the goal to insure systematic field operation.

Professional Engagement with All Departments

Currently, California Barricade, Inc. has a very positive working relationship with all involved departments of the City. We are committed to continuing to serve the Public Works Agency well. Representatives from any City department can be assured that the level of response and commitment by California Barricade, Inc. will be unparalleled.

Continued...

Work Related Traffic Control Plans

Both the City, and outside organizations who work within the City may require traffic control plans. California Barricade, Inc. provides plan design per regulations outlined in the WATCH Manual or CAMUTCD. Plans will be drawn specific to the scope of work provided by the City. Oversight by the City's Traffic Engineering Department is welcomed.

Work Zone Traffic Control

Once the scope of work has been determined, and plans and permits are in place, our experienced traffic control technicians will begin the process analyzing the plans for proper execution. Execution may vary by work scope, and as much as possible, traffic control devices will be pre-staged for rapid placement when work begins. Technicians will dispatch with all necessary information, plans, vehicles, and equipment necessary to meet or exceed the requirements for the field operation.

Job Related Response Time

California Barricade, Inc. is located within the City of Santa Ana, as are some of our technicians. This gives us the ability to mobilize and respond at any time the City requires. While it is not typical the City would require our services on an emergency basis, they certainly could, and will be met with a rapid 1-2 hour response.

Quality Assurance

Every task performed in support of the City and outside organizations, will be done with an emphasis on professionalism, safety, quality, excellence, and timeliness. Procedures are in place that assure the City any request that is made will be addressed immediately, and accurately.

Timely and Accurate Billing

We will continue our commitment to provide timely and accurate invoices to either the City or outside organizations. Invoices will directly correlate to the proposal, and may include any service or equipment adjustments made in the field, and approved by the client.

Wrap-up Meeting Attendance

When invited, California Barricade, Inc. will faithfully attend, and fully participate in wrap-up meetings. We will use those opportunities to better understand the impact of our service to the City, and make any adjustments needed. We will share anything learned that will insure traffic control for future projects be as safe and efficient as possible.



PAST PROJECTS & REFERENCES
INDICATING FINANCIAL CAPACITY & AVAILABILITY

Client Name	City of Santa Ana Water Resources Department
Contact Name	Jaime Bermudez
Phone/Email	(714) 351-4515 jbermudez@santa-ana.org
Project Dates	Ongoing since 2021
Project Description	On-call work zone traffic control services

Client Name	Irvine Ranch Water District
Contact Name	Scott Beltran
Phone/Email	(949) 453-5717 beltran@irwd.com
Project Dates	Ongoing since 1998
Project Description	On-call and emergency response work zone traffic control services for collections, construction, and maintenance departments.

Client Name	RL Clotworthy Construction, Inc.
Contact Name	Dean Hinson
Phone/Email	(951) 693-5130 dean@rlclotworthy.com
Project Dates	Ongoing since 2020
Project Description	On-call response work zone traffic control services for Verizon 5G infrastructure operations.

Client Name	Orange County Water District
Contact Name	Ben Lockhart
Phone/Email	(714) 378-3293 blockhart@ocwd.com
Project Dates	Ongoing since 2009
Project Description	On-call work zone traffic control services.

Client Name	Ocean Blue Environmental Services, Inc.
Contact Name	Ed Acosta
Phone/Email	(562) 429-8612 fasteddie85000@aol.com
Project Dates	Ongoing since 2010
Project Description	Emergency response work zone traffic control services.

SCOPE OF SERVICES AND SCHEDULE

Monitored After Set-Up			
Work Scope	Personnel	Equipment	Timeline
Exclusion zone(s) including but not limited to: <ul style="list-style-type: none"> ▪ Lane Closure(s) ▪ Road Closure(s) ▪ Detour(s) 	ATSSA Certified Traffic Control Supervisor(s) Traffic Control Technician(s)	Flashing Arrow Boards Cones or Delineators Type I and/or Type III Barricades Advanced Warning Signs Construction Area Signs	1-2 hours to mobilize Set-up is scope specific, estimate 30-60 minutes for typical lane closure
Flagging Operation(s)	ATSSA Certified Flagger(s)	Advanced Warning Signs Stop/Slow Paddles Two-way Communication Flashlight or Signal Wand Balloon Lights	1-2 hours to mobilize and set flagger stations
Truck Mounted Attenuator	ATSSA Certified TMA Operator	TMA (Scorpion) on truck mounted with flashing arrow board	1-2 hours to mobilize
Special Event Install & Remove	ATSSA Certified & Trained Traffic Control Supervisor(s) Traffic Control Technician(s) Laborer(s)	Scope related traffic control devices	Mobilization, staging, and set up is scope specific
Unattended After Task			
Work Scope	Personnel	Equipment	Timeline
Closure Maintenance	ATSSA Trained Traffic Control Technician	Scope related traffic control devices	2-4 hours port to port depending on size of closure and/or detour route
Sidewalk Closure(s)	ATSSA Trained Traffic Control Technician	Advanced Warning Signs Sidewalk Closure Signage Cones or Delineators Cone Bars Caution Tape	2 hours port to port
Temporary No Parking Zone(s)	Laborer	Type I Barricades or Delineators Temporary No Parking or Tow Away Signs	2 hours port to port
Installation of Concrete Krail	ATSSA Certified Traffic Control Technician(s) Flatbed truck driver Reach Forklift Operator -or- Boom Truck Operator	Traffic control if needed 5', 10', or 20' Concrete Krails Reach Forklift or Boom Truck Crash Array or SLED specific to speed limit Reflectors & Directional P-Markers	Depends on quantity Estimate 4 hours for every 20 pieces
Installation of Water Barriers	ATSSA Certified Traffic Control Technician(s) Helper(s)	6' Guardian (42") or 6' Water Wall (36") Water Barriers with Locking Pins	Depends on quantity Estimate 2 hours for every 20 pieces

Unattended After Task (continued)			
Work Scope	Personnel	Equipment	Timeline
Water Delivery Service	Water truck operator	Water truck with appropriate hoses Water Meter	Depends on quantity Estimate 2 hours for every 20 water barriers
Mobilize Changeable Message Sign	Laborer	Pre-programmed CMS	1-2 hours per CMS port to port
Development Services			
Scope	Personnel	Timeline	
Pre-Field Meeting	Manager Supervisor Safety Supervisor Estimator	A representative of CBR familiar with the project will be available at the City's convenience for pre-field meetings.	
Post-Field Meeting	Manager Supervisor	A representative of CBR familiar with the project will be available at the City's convenience for post-field meetings.	
Traffic Plan Development	ATSSA Certified Traffic Control Design Specialist	Typical: 5-7 business days Expedited 2-4 business days In every case, CBR will respond according to the needs of the City.	
	Traffic and/or Civil Engineer	Typical: 10-15 business days Expedited 5-7 business days In every case, CBR will respond according to the needs of the City.	

California Barricade, Inc. is located within city limits and will respond to emergency calls in 1-2 hours. If the work scope is vast, an advance crew will arrive within 2 hours and additional technicians will mobilize accordingly.

All California Barricade, Inc. vehicles and equipment are clearly identified with the company logo and phone number. All traffic control vehicles and truck mounted attenuators are fully equipped with functional beacons, flashing lights, and strobes. Flashing Arrow Boards and/or Changeable Message Signs will be either truck or trailer mounted.

High visibility reflective equipment to be used for night work. As will light towers and balloon lights if the work scope requires it.

All exclusion zones to be set in accordance with the provisions, guidelines and specifications detailed in the latest editions of the following: California Manual on Uniform Traffic Control Devices (CAMUTCD), Work Area Traffic Control Handbook (WATCH), American Association of State Highway and Transportation Officials (AASHTO), Caltrans, the Americans with Disabilities Act, the City of Santa Ana Municipal Code (SAMC), professional standards established by the City of Santa Ana standard plans section 1125F, and or federal, state and local guidelines established in the project.

In some cases, specific ADA equipment may not be available for services or rental. The City may be required to purchase certain ADA items. Advance notice by the City will ensure availability.

City of Santa Ana
RFP 21-120 Submittal
On-Call Traffic Control Services

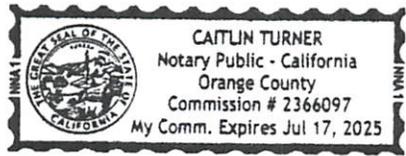
Certifications

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 29th
day of November, 2021, by Kellie Hurst

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Caitlin Turner

Attached Jurat is for Non-Collusion Affidavit.

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____ California Barricade, Inc. _____

Signed and Printed Name: *K Hurst* Kellie Hurst _____

Title _____ Vice President _____

Date _____ November 29, 2021 _____

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

Appendix
ATTACHMENT 3-4: CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor's Name: California Barricade, Inc.

Business Address: 1550 East Saint Gertrude Place Santa Ana, CA 92705

Business E-Mail Address: kellie@californiabarricade.com

Telephone: (714) 558-8474 (800) 327-8844

State Contractor's License No. and Class: 785733-C31

License Expiration Date: 10/31/2022

State Dept. of Industrial Relations (DIR)
Registration No.: 1000017487

State Dept. of Industrial Relations (DIR)
Registration Expiration Date: 06/30/2022

Signed:  Kellie Hurst

Title: Vice President

Appendix
ATTACHMENT 3-5: PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Firm California Barricade, Inc.

Signature of CONTRACTOR  Kellie Hurst

Title Vice President
(if an individual, so state)

Appendix
ATTACHMENT 3-6: OWNERSHIP AFFIDAVIT

OWNERSHIP AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF SANTA ANA)

_____ Kellie Hurst, Vice President _____, being duly sworn, deposes and says:

INDIVIDUAL

That he/she is the party making the foregoing proposal:

PARTNERSHIP

That he/she is a member of the co-partnership firm designated as:

and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

who constitute the other members of the co-partnership.

CORPORATION

That he is of: _____
California Barricade, Inc.

_____ a corporation which is making the foregoing proposal:

JOINT VENTURE

That he is of:

one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.



Signature of CONTRACTOR

Subscribed and sworn to before me this _____ day of _____ 20 ____

SEE CALIFORNIA NOTARY, ATTACHED

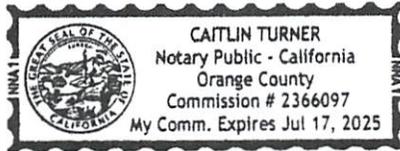
Signature of officer Administering Oath (Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 29th
day of November, 2021, by Kellie Hurst -----

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Caitlin Turner

Attached Jurat is for Ownership Affidavit

Appendix
ATTACHMENT 3-7: LIST OF SUB-CONTRACTORS

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the proposal/bid for all subcontract work exceeding the following amount:

- o Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- o Buildings, parks, or other projects: ½% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

CONTRACTOR proposes to subcontract certain portions of the work to the firms listed below:

Name Ellis Equipment, Inc.
 License #/Exp. 1043179 08/31/2022
 DIR Reg. #/Exp. 1000441563 06/30/2022
 Location Signal Hill, CA
 Phone (562) 424-9991
 Type Of Work Concrete krail installation
 Amount \$ To be determined

Name _____
 License #/Exp. _____
 DIR Reg. #/Exp. _____
 Location _____
 Phone _____
 Type Of Work _____
 Amount \$ _____

Name J&S Striping Company, Inc.
 License #/Exp. 538211 08/31/2022
 DIR Reg. #/Exp. 1000006912 06/30/2022
 License # _____
 Location Ontario, CA
 Phone (909) 947-8073
 Type Of Work Striping: temporary & permanent
 Amount \$ To be determined

Name _____
 License #/Exp. _____
 DIR Reg. #/Exp. _____
 License # _____
 Location _____
 Phone _____
 Type Of Work _____
 Amount \$ _____

Name Gary Quimilman's Water Service
 License #/Exp. _____
 DIR Reg. #/Exp. 1000369385 06/30/2022
 License # _____
 Location Garden Grove, CA
 Phone (714) 719-3268
 Type Of Work Water deliery service
 Amount \$ To be determined

Name _____
 License #/Exp. _____
 DIR Reg. #/Exp. _____
 License # _____
 Location _____
 Phone _____
 Type Of Work _____
 Amount \$ _____

 Kellie Hurst

 Signature of CONTRACTOR

Appendix
ATTACHMENT 3-8: REFERENCES

REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the CONTRACTOR has performed similar work within the past three years.

1. City of Santa Ana 20 Civic Center Plaza Room 429 Santa Ana, CA 92701
 Name and Address of Owner.
Sonia Batres (714) 571-4227 | Jaime Bermudez (714) 351-4515
 Name and Telephone Number of person familiar with project.

\$495,293 \$300,000	Event related & work zone traffic control services	Ongoing since 1998
Contract Amount	Type of Work	Date Completed

2. Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, CA 92619
 Name and Address of owner.
Scott Beltran (949) 453-5717
 Name and Telephone Number of person familiar with project.

Open	Work zone traffic control services	Ongoing since 1995
Contract Amount	Type of Work	Date Completed

3. Geosyntec Consultants, Inc. (Caltrans) 3043 Gold Canal Drive Ste 100 Rancho Cordova, CA 95670A
 Name and Address of owner.
Andy Andrews (916) 637-8048
 Name and Telephone Number of person familiar with project.

Open	Work zone traffic control services	Ongoing
Contract Amount	Type of Work	Date Completed

The following are the names, addresses, email addresses, and telephone numbers of all brokers and sureties from whom CONTRACTOR intends to procure insurance and bonds.

Elmco Insurance Richard Campoli (714) 361-1911 richard@elmcoinsurance.com

1904 North Main Street Santa Ana, CA 92706

Appendix
ATTACHMENT 3-11: PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the CONTRACTOR shall complete, under penalty of perjury, the following questionnaire:

Has the CONTRACTOR, any officer of the CONTRACTOR's organization, or any employee of the CONTRACTOR's Company who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from proposing/bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Appendix
ATTACHMENT 3-12: STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS

STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS

This is to certify that the undersigned CONTRACTOR, and subcontractors, have read and understood the CWA entered into by and between the City of Santa Ana, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions, effective as of September 1, 2017. The CWA is available at:

<http://www.santa-ana.org/pwa/documents/CWA.pdf>

The undersigned CONTRACTOR hereby agrees to comply with all terms and conditions of the CWA, and is capable of completing construction of the project continuously, and without interruptions or delays. If awarded any work covered by the CWA, CONTRACTOR will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

Public Works Construction Permit: The Contractor may be required to obtain a Public Works Construction Permit if the CWA thresholds for a Task Order are met or exceeded as described in this RFP’s Section III.E “Licenses & Permits.”

The undersigned has reviewed and understands that a Public Works Construction Permit for CWA administration fees and deposit that may be required as described in this RFP’s Section III.E “Licenses & Permits.”

Signed: _____
Title: _____
Firm: _____
Date: _____

Intentionally left blank.

City of Santa Ana
RFP 21-120 Submittal
On-Call Traffic Control Services

Supporting Documents

CITY OF SANTA ANA
BUSINESS TAX SECTION (M-15)

20 CIVIC CENTER PLAZA, FIRST FLOOR, P.O. BOX 1964, SANTA ANA, CA 92702 (714) 647-5447



CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

BUSINESS TAX NUMBER:	168398	TAX PERIOD:	4/1/2021 - 3/31/2022
BUSINESS NAME:	CALIF BARRICADE RENTALS INC	AMOUNT PAID:	\$2,053.00
BUSINESS ADDRESS:	1550 E ST GERTRUDE PL SANTA ANA, CA 92705-5310	DATE PAID:	03/25/2021
OWNER NAME:	HURST, MARK L. - PRES		

THIS IS NOT A PERMIT TO OPERATE AND THIS IS NOT A BILL

ATTACHED BELOW IS YOUR CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION
(SEE REVERSE SIDE OF BUSINESS LICENSE TAX RECEIPT FOR POSTING REQUIREMENTS)

CITY OF SANTA ANA BUSINESS LICENSE TAX RECEIPT

- This business license tax account is void upon sale or transfer of a business
- Every business is responsible for the annual renewal of their business license tax account
- It is the responsibility of the applicant/licensee to ensure that the business complies with all applicable City codes, City zoning ordinances and all Local, State and Federal Laws.
- Contact the Business License Tax Office at (714) 647-5447 prior to any of the following changes:
 - Name change
 - Location Change
 - Ownership or representative change
 - Business activity change
- The business license tax receipt must be displayed at the place of business. See reverse side for posting requirements.

Sec. 21-18. - No required permits waived.

The business license issued pursuant to the provisions of this Chapter [Santa Ana Municipal Code (SAMC) Chapter 21] constitutes a receipt for the license fee paid and shall have no other legal effect. A business license is a requirement, not a permit, to transact and carry on any business activity within the city. The business license tax receipt is evidence only of the fact that such tax has been paid. Neither the payment of the tax nor the possession of the business tax receipt authorizes, permits or allows the doing of any act which the person paying or holding the same would not otherwise be entitled to do; and any permit, license, variance or other instrument of approval or evidence that any conditions exist as required by any other Section of this Code [SAMC] or by any statute or code provisions of the state must first be obtained or complied with before the doing of any act or thing for which it is required. (Ord. No. NS-1922, § 1, 7-20-87)

* * *

The person, firm or corporation named below has been issued this business license tax receipt pursuant to the provisions of the City Business License Tax Code (SAMC Chapter 21). Issuance of this receipt for the business license tax paid shall have no other legal effect (SAMC Sec. 21-18) and is not an endorsement, nor certification of compliance with other ordinances or laws. It is the responsibility of the applicant/licensee to ensure that the business is operated in compliance with the laws, ordinances and regulations that are now or may hereafter be in force by the United States Government, State of California, and the City of Santa Ana pertaining to such business. In the event it is determined that the applicant/licensee fraudulently applied for or renewed this business license tax account, the account may be suspended or revoked. This business license tax account is nontransferable. Please note that it is your responsibility to renew and update this license annually.

CITY OF SANTA ANA - TREASURY M-15
20 CIVIC CENTER PLAZA-PO BOX 1964
SANTA ANA, CALIFORNIA 92702
PHONE (714) 647-5447



CALIF BARRICADE RENTALS INC
1550 E ST GERTRUDE PL
SANTA ANA, CA 92705-5310

THIS TAX RECEIPT MUST BE DISPLAYED AT THE PLACE OF BUSINESS

BUSINESS TAX NO. 168398
TAX PERIOD: 4/1/2021 - 3/31/2022
BUSINESS TYPE: EQUIPMENT SALES & RENTALS
BUSINESS ADDRESS: 1550 E ST GERTRUDE PL SANTA ANA, CA 92705
BUSINESS NAME: CALIF BARRICADE RENTALS INC
OWNER/REP: HURST, MARK L. - PRES

EXPIRATION DATE: 03/31/2022

State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CALIFORNIA BARRICADE RENTALS INC



to engage in the business or act in the capacity of a contractor
in the following classification(s):

C31 - CONSTRUCTION ZONE TRAFFIC CONTROL



Witness my hand and seal this day,

October 13, 2000

Issued October 12, 2000

James Goldstene
James Goldstene
Interim Registrar of Contractors

785733

License Number

This license is the property of the Registrar of Contractors, is not
transferrable, and shall be returned to the Registrar upon demand
when suspended, revoked, or invalidated for any reason. It becomes
void if not renewed.

dca CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE
785733 INC. CORP
CALIFORNIA BARRICADE RENTALS INC
C31
10/31/2022
www.csib.ca.gov

Contractor Information

Legal Entity Name
CALIFORNIA BARRICADE RENTALS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000017487
Registration effective date
7/1/2021
Registration expiration date
6/30/2022
Mailing Address
1550 E. SAINT GERTRUDE PLACE SANTA ANA 92705 CA Unit...
Physical Address
1550 E. SAINT GERTRUDE PLACE SANTA ANA 92705 CA Unit...
Email Address
Trade Name/DBA
CALIFORNIA BARRICADE, INC.
License Number(s)
CSLB:785733
CSLB:785733

Registration History

Effective Date	Expiration Date
6/12/2018	6/30/2019
5/9/2017	6/30/2018
6/16/2016	6/30/2017
9/23/2015	6/30/2016
3/31/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022

Legal Entity Information

Corporation Number:
C2035262
Federal Employment Identification Number:
President Name:
MARK HURST
Vice President Name:
KELLIE HURST
Treasurer Name:
KELLIE HURST
Secretary Name:
KELLIE HURST
CEO Name:
KELLIE HURST

Agent of Service Name:
NANCY DOWD
Agent of Service Mailing Address:
9921 CARMEL MOUNTAIN ROAD STE. 382 SAN DIEGO 92129 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:CALIFORNIA BARRICADE RENTALS, INC.**Insurance Carrier:**

STATE COMPENSATION INSURANCE FUND**Policy Number:**906360820**Inception date:**6/30/2020**Expiration Date:**
6/29/2021

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 25944

Legal Business Name:

California Barricade Rentals, Inc.

Doing Business As (DBA) Name 1:

California Barricade Rentals, Inc.

Doing Business As (DBA) Name 2:

California Barricade, Inc.

Address:

1550 E. Saint Gertrude Place
Santa Ana
CA 92705

Email Address:

kellie@californiabarricade.com

Business Web Page:

www.californiabarricade.com

Business Phone Number:

714/558-8474

Business Fax Number:

714/558-3821

Business Types:

Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
SB(Micro)	Approved	06/08/2021	06/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

EXHIBIT C

LABOR FEE PROPOSAL

	2022 Prevailing Wage		
	M-F Hourly	Saturday Hourly	Sunday Hourly
1 technician - 4 hour minimum	\$125.00	\$145.00	\$165.00
Overtime after 8 hours – per technician	\$145.00	\$145.00	\$165.00
Overtime after 12 hours – per technician	\$165.00	\$165.00	\$165.00
1 supervisor – 4 hour minimum	\$145.00	\$165.00	\$185.00
Overtime after 8 hours – per supervisor	\$165.00	\$165.00	\$185.00
Overtime after 12 hours – per supervisor	\$185.00	\$185.00	\$205.00

	2022 Standard Wage		
	M-F Hourly	Saturday Hourly	Sunday Hourly
Mobilization & demobilization – per technician	\$95.00	\$115.00	\$135.00
Mobilization & demobilization – per supervisor	\$115.00	\$135.00	\$155.00

	Daily
Attenuator vehicle (without operator)	\$395.00

Service Descriptions: Work area traffic control set-up, monitoring, removal, flagging operations, lane closures, road closures, detours, installations & removals, and special events.

Prices will escalate according to bi-annual increases on the DIR Prevailing Wage Determinations.

A 'not to exceed' amount is directly related to the number of occurrences required by the City.



RENTAL FEE PROPOSAL

RENTAL ITEM	DAILY	WEEKLY	MONTHLY
Flasher only	\$ 0.15	\$ 0.60	\$ 1.80
Type B flasher	\$ 0.55	\$ 2.20	\$ 6.60
Type I barricade	\$ 0.25	\$ 1.00	\$ 3.00
Type I barricade w/ flasher	\$ 0.28	\$ 1.10	\$ 3.30
Type I barricade w/ sign	\$ 0.70	\$ 2.80	\$ 8.40
Type I barricade w/ flasher & sign	\$ 0.83	\$ 3.30	\$ 9.90
Type III barricade	\$ 1.38	\$ 5.50	\$ 16.50
Type III barricade w/ flasher	\$ 1.65	\$ 6.60	\$ 19.80
Type III barricade w/ sign	\$ 1.93	\$ 7.70	\$ 23.10
Type III barricade w/ flasher & sign	\$ 2.20	\$ 8.80	\$ 26.40
Sign only (aluminum, mesh or reflective)	\$ 0.55	\$ 2.20	\$ 6.60
Advance warning signs 36 x 36 or 48 x 48 Mesh or reflective sign w/ stands & flags -or- Aluminum signs on a-frame sign stands	\$ 1.10	\$ 4.40	\$ 13.20
Advance warning signs w/flasher	\$ 1.25	\$ 5.00	\$ 15.00
10' parade barricades	\$ 1.65	\$ 6.60	\$ 19.80
7'6" pedestrian barricades	\$ 3.30	\$ 13.20	\$ 39.60
39" delineator (12 lb. base)	\$ 0.20	\$ 0.80	\$ 2.40
Delineator base only (12 lb.)	\$ 0.15	\$ 0.60	\$ 1.80
28" traffic cones reflective (7 lb.)	\$ 0.30	\$ 1.20	\$ 3.60
Traffic drums (25 lb. base)	\$ 0.83	\$ 3.30	\$ 9.90
K-Rail: Concrete	CALL		
K-Rail: Water filled	\$ 3.30	\$ 13.20	\$ 39.60
Traffic Beacons	\$ 17.50	\$ 87.50	\$ 162.50
Solar Arrow Boards	\$ 32.50	\$ 150.00	\$ 400.00
Light Towers	\$ 45.00	\$ 170.00	\$ 495.00
Message Boards	\$ 92.50	\$ 300.00	\$ 600.00

