

**AGREEMENT WITH STATEWIDE TRAFFIC SAFETY AND SIGNS, INC., TO  
PROVIDE ON-CALL TRAFFIC CONTROL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of February 2022, by and between Statewide Traffic Safety and Signs, Inc., dba as Statewide Safety Systems, Inc., a Delaware 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: Statewide Safety System, Inc.  
1100 Main Street, Suite 100  
Irvine, CA 92614  
Attn: Don Nicholas, CEO

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

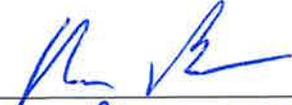
\_\_\_\_\_  
Kristine Ridge  
City Manager

*[signatures continued on next page]*

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONTRACTOR**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
Name: Marty Breus  
Title: CFO

**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**

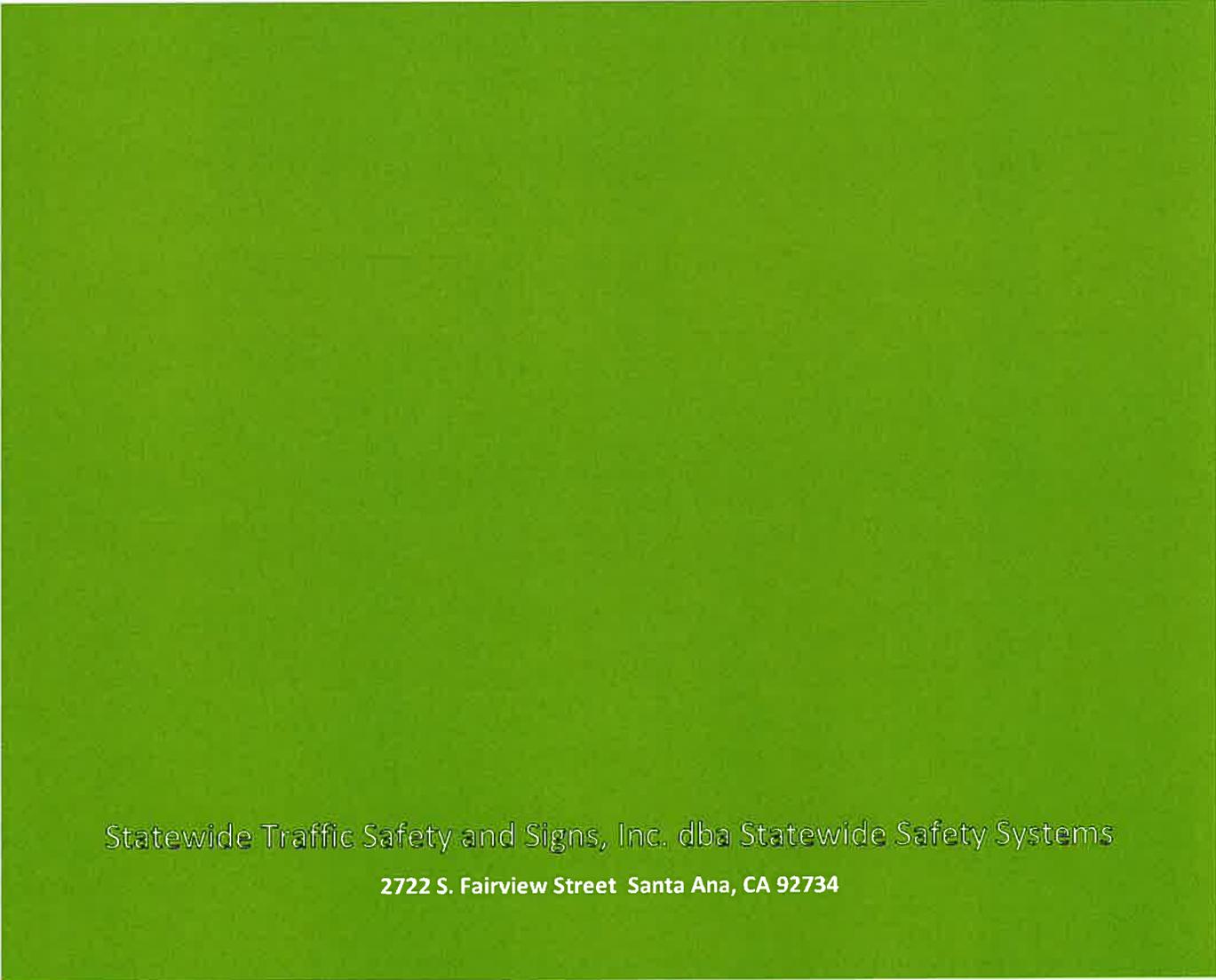


**PROPOSAL FOR:**

**CITY OF SANTA ANA**

**RFP 21-120**

**ON-CALL TRAFFIC CONTROL SERVICES**



Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems

2722 S. Fairview Street Santa Ana, CA 92734



## STATEMENT OF QUALIFICATIONS (SOQ)





November 30, 2021

Azadeh Azad, Project Manager  
Santa Ana Public Works Agency  
City of Santa Ana, California  
20 Civic Center Plaza  
Santa Ana, CA 92701

Subject: RFP No. 21-120 On-Call Traffic Control Services

Dear Azadeh Azad,

Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems (Statewide) has attached a proposal for the City of Santa Ana's RFP No. 21-120: On-Call Traffic Control Services. We acknowledge receipt of all addenda issued before the bid date of this RFP. As Secretary & Treasurer of Statewide, I have the legal authority to contractually bind the company. Jon Lang Sr, Vice President, has legal authority to contractually bind the company as well.

Statewide's local contact and location servicing the City of Santa Ana:

*Kory Fivecoat, Branch Manager*  
2722 S. Fairview Street  
Santa Ana, CA 92704  
Phone: (714) 468-1919  
Email: [kfivecoat@stssi.com](mailto:kfivecoat@stssi.com) & [services@stssi.com](mailto:services@stssi.com)

We are committed to providing the best possible service to the City of Santa Ana and are confident we can offer value-added services to effectively and efficiently complete tasks assigned to us under this contract.

Thank you for the opportunity to provide our Traffic Control Services to the City of Santa Ana.

Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems

  
Marty Breen  
Secretary & Treasurer  
1100 Main Street, Suite 100  
Irvine, CA 92614  
[mbreen@statewidess.com](mailto:mbreen@statewidess.com)  
[services@stssi.com](mailto:services@stssi.com)



**Contract Agreement Statement**

*No concurrence or concerns with the provisions in Appendix 2 – Agreement at this time.*





# STATEWIDE

SAFETY SYSTEMS

## Company and Team Experience:

Statewide Traffic Safety and Signs Inc. dba Statewide Safety Systems (Statewide) has positioned itself as an industry leader in traffic control in California, with 11 offices located throughout the state. Statewide operated in Nevada and has affiliated companies operating in multiple states in the Central and Western United States.

Statewide provides rental services and sales of traffic control products, as well as providing services ranging from traffic plans, permits, sign fabrication, and traffic closures on surface streets, highways, and major freeways.

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### **Services**

Construction Zone Traffic Control	Permit Process	Flagging
Traffic Plans	K-Rail Installation	Permanent Sign Installation
Freeway and Road Closures	Crash Cushion Installation	Construction Sign Installation
	Special Events	

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### **Products**

K-Rail – Concrete, Plastic, Water-Filled	Changeable Message Signs-Full-Size/Mini	Barrier Systems
Light Towers	Crash Cushions	Delineators, Cones, Barricades, Safety Products
Solar Arrow Boards	Construction Area Signs and Fence Panels	Crowd Control Barricades
Attenuator Trucks		Warning & Airport Flags

The **Sign Division** provides signage of all types:

Architectural – Interior/Exterior	Building Face Lettering	Building Signs
OSHA	Magnetics for Vehicles	Decals and Logos
Special Traffic Control Signs	Channel Letters	ADA/Braille
Fleet Graphics	Regulatory and Warning	Banners and Stencils

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### **Traffic Planning**

Our traffic plans are prepared by knowledgeable professional staff to scale and based upon the requirements set forth in the current California Manual on Uniform Traffic Control Devices (M.U.T.C.D.) and in accordance with the requirements of the local agency. If required, Statewide uses the service of a registered P.E. Civil Engineer to additionally review and stamp our plans. We also have available the services of a Certified Traffic Engineer who will prepare and stamp temporary traffic signal plans. Professional CAD drawn plans to scale, Site surveying.

Our representatives will meet with you to determine you work zone, time, and safety requirements and develop a traffic plan that fits your needs. We can develop pre-bid traffic plan sets or develop traffic plan sets from existing construction plans.

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### **Permit Services**

Our Permit Services include:

Plan submittals are sent directly to all agencies; We handle all approvals, revisions, paperwork, and fees. Our staff attends agency meetings to coordinate traffic control, design, and approval. We obtain all 3<sup>rd</sup> party signatures (if required) for approval of submitted plans for Fire and Safety Agencies.

Statewide places customer service, as its highest priority and we pride ourselves on our quick response to all customer requests. We also offer **EMERGENCY RESPONSE** which includes coordinating with State, City and Local Agencies for implementation of traffic control following **MAJOR INCIDENTS**.

Statewide Traffic Safety & Signs DBA Statewide Safety Systems  
1100 S Main Street Ste. 100 Irvine, CA 92614 / [statewidess.com](http://statewidess.com)

Arizona / California / Colorado / Hawaii / Nevada / New Mexico / Oregon / Texas / Utah / Washington



***Project Team (Resumes attached to this Statement of Qualifications):***

- Kory Fivecoat (Branch Manager)

Manages STSSI operations in our Garden Grove, California branch which services Los Angeles and Orange Counties of California. Projects, and personnel involved, under his management range from construction area signs, traffic design, traffic control, traffic detours, temporary and permanent signage, crash attenuation, and work zone safety.

Kory Fivecoat will be one of the Statewide representatives to conduct the presentation, if invited for an interview

- Mike Razo (Dispatcher / Project Manager)

Dispatcher / Project Manager for STSSI Garden Grove, California which services Los Angeles and Orange Counties of California. Mike dispatches and coordinates labor, material and equipment for projects relating to construction area signs, traffic design, traffic control, traffic detours, temporary and permanent signage, crash attenuation, and work zone safety.

- Field Crews

Our field personnel are certified perform traffic control to the current standards. We hire union labor for the local laborer's union.

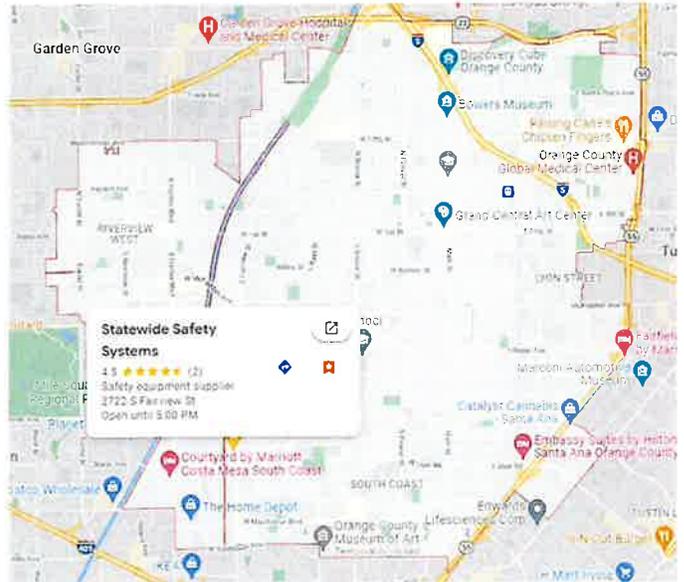


### Understanding of Need:

Statewide understands that the safety of City of Santa Ana's crews and the public are a top priority for the City. We are committed to providing a safe work zone for all personnel involved and, with our experience and expertise, we will provide the highest standard of traffic control services to the City. Statewide personnel will carry themselves in a professional manner.

Our 24hour on-call services will allow us to respond when notified by the City's Project Manager within 48 hours, for planned services, as well as within 2 hours, for emergency task orders.

Our Santa Ana branch location is minutes from all locations within the limits of the City of Santa Ana. We have shown on the map to the right where our branch is positioned in relation to the City of Santa Ana city limits. Our proximity to possible work locations under this contract will insure a prompt and efficient response to traffic control requests from the City.



Material and equipment required for traffic control work under this contract will be staged on trucks, ready to be dispatched with traffic control crews when task orders are initiated by the City's Project Manager. We understand that after hours work may require additional equipment and have this equipment on standby as well. Statewide vehicles will be clearly identified and fully equipped with all the necessary warning and flashing signs to fulfill the task order. Traffic Mounted attenuators will be used on major arterial streets

As part of the contract requirements, Statewide will attend meetings with the City staff as required. We have extensive experience coordinate with regulatory agencies and will involve the respective agencies representatives on site, if necessary. If the situation arises where unrelated work is concurrently be performed on or near the work covered by this contract, Statewide will cooperate and coordinate as directed by the City.

Our management and crews will monitor all traffic control setups to ensure proper functioning and repair damaged or missing traffic control as necessary. To provide our services at a professional level, Statewide has project management control procedures in place, that include project management plans, QA/QC plans, project schedule/invoicing procedures, and project correspondence procedures.



**Financial Capacity and Availability:**



Lauren Oppedisano  
216-986-6255  
lauren.oppedisano@thehartford.com

To Whom It May Concern:

RE: Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems  
Bondability Letter

The Hartford, a corporation under the laws of the State of California, with an office and place of business in Connecticut, represents Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems for surety bonding needs.

At the present time, Statewide is in a position to consider single projects up to \$5 Million within an aggregate limit of \$25 Million. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Statewide. At the request of Statewide, The Hartford will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Statewide and The Hartford, and will be subject to The Hartford's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. The Hartford assumes no liability to Statewide, third parties, or to ECC if for any reason The Hartford does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Lauren Oppedisano  
Construction Bond Underwriter  
The Hartford

The Hartford  
Bond Department  
7100 E. Pleasant Valley Rd.  
Suite 200  
Independence, Ohio 44131

We have included a list of past projects in our *Relevant Project Experience / References* section where we have reliably been able to respond to each agency's on-call and emergency needs.

Statewide Traffic Safety & Signs DBA Statewide Safety Systems  
1100 S Main Street Ste. 100 Irvine, CA 92614 / statewidess.com

Arizona / California / Colorado / Hawaii / Nevada / New Mexico / Oregon / Texas / Utah / Washington



**Relevant Project Experience / References:**

List of projects and contracts Statewide currently has in place with and projects/contracts we have completed within last 5 years. This list includes significant work directly for public agencies and subcontract work in connection with public contracts.

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Project description: On-Call Traffic Control Services (STSSI Job# 2T9246)  
Year completed: 2019 - 2021  
Client name: City of Santa Ana  
Contact person: Kathia Reyes  
Phone number: (714) 647-3319 / KReyes2@santa-ana.org

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Project description: On-Call Traffic Control Services (STSSI Job# 2T7102)  
Year completed: 2017-2020  
Client name: City of Newport Beach  
Contact person: Anthony Nguyen  
Phone number: (949) 644-3080 / angyuen@newportbeachca.gov

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Project description: On-Call Traffic Control Services (STSSI Job# 2T7064, 2T9317)  
Year completed: 2018-2019, 2020 – Current Contract  
Client name: County of Orange DPW  
Contact person: Alex Ortega  
Phone number: (714) 955-0342 / Alex.Ortega@ocpw.ocgov.com

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Project description: On-Call Traffic Control – Fugro Project with Caltrans (STSSI Job# 2T8030)  
Year completed: 2018 – 2021  
Client name: Fugro USA Land Inc.  
Contact person: Mathew Pollard  
Phone number: (213) 788-3500 / mpollard@fugro.com

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Project description: Traffic Control – Valley Rinaldi & Valley Toluca, Reconductoring I-5 & I-710 (STSSI Job# 2T9037)  
Year completed: 2019  
Client name: Los Angeles, Department of Water & Power  
Contact person: Keith McCabe  
Phone number: (213) 367-4789 / Keith.McCabe@ladwp.com

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Project description: Woolsey Hill Fire Debris Removal Project (STSSI Job# 2T9017)  
Year completed: 2019  
Client name: Environmental Chemical Corp. (Owner: CA Offices of Emergency Services)  
Contact person: Barbara Growney  
Phone number: (201) 953-2790 / Bgrowney@ecc.net

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Additional project experience and agency references can be provided upon request.



# STATEWIDE

## SAFETY SYSTEMS

### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Kory Fivecoat</b>	13. ROLE IN THIS CONTRACT <b>Branch Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>13</b>	b. WITH CURRENT FIRM <b>13</b>

15. FIRM NAME AND LOCATION (City and State)

**Statewide Traffic Safety and Signs, Inc. - Santa Ana Branch**

16. EDUCATION (DEGREE AND SPECIALIZATION)

**A.S. Business Management**

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

**N/A**

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Branch Manager - Santa Ana Branch</b>	<b>N/A</b>	<b>Ongoing</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Manages Statewide operations in out or Santa Ana branch which services Los Angeles and Orange Counties of California. Projects under my management range from construction area signs, traffic design, traffic control, traffic detours, temporary and permanent signage, crash attenuation, and work zone safety.		
b.	<b>City of Newport Beach (STSSI Job 2T7102), California</b>	<b>N/A</b>	<b>2017-2020</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Branch Manager</b> On-Call Traffic Control Contract		
c.	<b>County of Orange (STSSI Job 2T7064), California</b>	<b>N/A</b>	<b>2018-2019, 2020 – Current Contract</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Branch Manager</b> On-Call Traffic Control Contract		
d.	<b>I-405 Sepulveda Pass Widening Project, LA County CA</b>	<b>N/A</b>	<b>2016</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Branch Manager</b> Work included managed traffic control, construction area signs, crash arrays, temporary and permanent signage, overhead signs and structures, and rentals & sales of traffic control and safety equipment. Project widened the I-405 through the Sepulveda pass from I-10 to US Route 101, and overall construction cost was >\$1 billion. Statewide portion of work was roughly \$55 million.		
e.	<b>12-0N3304 I-5 Laguna Niguel to Irvine; replace concrete slabs and overlay ramps – Orange County, CA</b>	<b>N/A</b>	<b>2017</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Branch Manager</b> Work includes permanent roadside signs, PCBM's (permanent concrete barrier markers), and Class 1 Delineators. Overall construction valued at ~ \$318 million; Statewide subcontracted for ~ \$119K.		

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# STATEWIDE

## SAFETY SYSTEMS

### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Mike Razo</b>	13. ROLE IN THIS CONTRACT <b>Dispatcher / Project Manager</b>	14. YEARS EXPERIENCE	
		c. TOTAL <b>29</b>	d. WITH CURRENT FIRM <b>9</b>

15. FIRM NAME AND LOCATION (City and State)

**Statewide Traffic Safety and Signs, Inc. – Santa Ana Branch**

16. EDUCATION (DEGREE AND SPECIALIZATION)

N/A

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

N/A

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Dispatcher / Project Manager – Santa Ana Branch</b>	N/A	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Dispatcher / Project Manager for Statewide out of Santa Ana branch which services Los Angeles and Orange Counties of California. Dispatch and coordinate labor, material and equipment for projects relating to construction area signs, traffic design, traffic control, traffic detours, temporary and permanent signage, crash attenuation, and work zone safety.		
b.	<b>City of Newport Beach (STSSI Job 2T7102), California</b>	N/A	2017-2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Dispatcher / Project Manager</b> On-Call Traffic Control Contract		
c.	<b>County of Orange (STSSI Job 2T7064), California</b>	N/A	2018-2019, 2020 – Current Contract
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Dispatcher / Project Manager</b> On-Call Traffic Control Contract		
d.	<b>I-405 Sepulveda Pass Widening Project, LA County CA</b>	N/A	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Dispatcher / Project Manager</b> Work included managed traffic control, construction area signs, crash arrays, temporary and permanent signage, overhead signs and structures, and rentals & sales of traffic control and safety equipment. Project widened the I-405 through the Sepulveda pass from I-10 to US Route 101, and overall construction cost was >\$1 billion. Statewide portion of work was roughly \$55 million.		
e.	<b>12-0N3304 I-5 Laguna Niguel to Irvine; replace concrete slabs and overlay ramps – Orange County, CA</b>	N/A	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Dispatcher / Project Manager</b> Work includes permanent roadside signs, PCBM's (permanent concrete barrier markers), and Class 1 Delineators. Overall construction valued at ~ \$318 million; Statewide subcontracted for ~ \$119K.		

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## SCOPE OF SERVICES AND SCHEDULE

Statewide has the experience, expertise and has worked with multiple city agencies throughout California to provide the Traffic Control Services as outlined in this RFP's Attachment 1, Scope of Services. Work categories we are fully capable of providing our services for under this contract will include:

- PSMS Citywide Measure Campaign
- Work Area Traffic Control Setup
- Job Site Flagging
- Lane Closures
- Sidewalk Closures
- Road Closures
- Vehicle, Bicycle and Pedestrian Detours
- Special Event and Traffic Control
- Maintenance of Traffic Control zone
- Professional Engineering Traffic Plans (for specific tasks orders)

Our relevant project experience and references on the previous page of this SOQ are a few examples of our qualifications to perform the traffic control services on this contract. We have many more projects and clients not listed that we also support our experience and expertise in traffic control services.

Our management and crews will perform traffic control services in accordance with the follow provisions and guidelines outlines in the latest editions of the MUTCD, WATCH, ASSHTO, Caltrans Standards, ADA, SAMC, and standards established by the City and Federal, State and local guidelines established in the project.

Our experience also includes past and present contracts which have required similar response times as this contract. For this contract, we will be able to provide the minimum 48-hour response for planned services and the 2-hour response for emergency tasks orders.

STSSI has demonstrated in this proposal that we have the expertise, experience, and the resources available to perform the required professional traffic control services required under this RFP.

**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd day of November 21, by Marty Brown, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. Seidl  
Notary Public Signature



Notary Public Seal

**Appendix**  
**ATTACHMENT 3-6: OWNERSHIP AFFIDAVIT**

**OWNERSHIP AFFIDAVIT**

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

Marty Breen, 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:

Secretary / Treasurer

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.

*Marty Breen*  
Signature of CONTRACTOR

Subscribed and sworn to before me this 22nd day of November 2021

*Maryanne Scidl*  
Signature of officer Administering Oath (Notary Public)



**EXHIBIT C**



DIR PW REG#1000001109  
 EXP. 6/30/2022

**Proposal/Quote**  
**Statewide - Garden Grove**  
 License # 975518  
 2722 South Fairview Street  
 Santa Ana, CA 92704  
 Ph (714) 468-1919  
 Fax (562) 272-6857

BID DATE: 11/30/21  
**CONTRACT INFO**  
 ON-CALL TRAFFIC CONTROL  
 SERVICES RFP NO. 21-120  
**PROPOSAL:** 126974  
**ESTIMATOR**  
 Kellen Blohm

**CLIENT:** EST  
 ESTIMATING DEPARTMENT

**PROJECT:**  
 ON-CALL TRAFFIC CONTROL  
 SERVICES RFP NO. 21-120  
 SANTA ANA, CA

ITEM #	DESCRIPTION	QUANTITY	PRICE	AMOUNT
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Proposal General Notes:

THIS PROPOSAL AND ATTACHED PROVISIONS MUST BECOME A BINDING PART OF ANY SUBCONTRACT

**TRAFFIC CONTROL SERVICES**

**SPECIFICATIONS:**

1 TECH, 1 TC TRUCK, 1 FLASHING ARROW BOARD	\$145.00/HR
-Includes TC equipment for (1) lane closure	
1 TC TECH	\$105.00/HR
1 TC TRUCK	\$25.00/HR
-See attached rate sheet for equipment rental rates.	
OVERTIME	\$130.00/8-12 HRS/MAN
DOUBLETIME	\$160.00/HR over 12 HR/MAN
SATURDAY closures	\$130.00/HR/MAN
SUNDAY / HOLIDAY closures	\$160.00/HR/MAN

+++ 4-HOUR MINIMUM SHIFT CHARGE PER MOBILIZATION +++  
 +++ ALL RATES LISTED ABOVE ARE PREVAILING WAGE +++  
 +++ ALL RATES LISTED ABOVE ARE PORTAL-TO-PORTAL +++

- For more extensive closures or for a more detailed breakdown of rates, additional pricing or quotes can be made available upon request on a case-by-case basis.
  - Each Traffic Tech must be provided a 30 minute meal period. Missed meal periods will be billed at \$60.00 per Traffic Tech.
- NO RETENTION HELD FOR TRAFFIC CONTROL.

**TRAFFIC CONTROL PLAN**

**SPECIFICATIONS:**

WITH ENGINEER STAMP	\$900.00/PER PAGE
WITHOUT ENGINEER STAMP	\$500.00/PER PAGE

DOES NOT INCLUDE TEMPORARY STRIPING OR K-RAIL

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>AMOUNT</b>
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**PROPOSAL PROVISIONS**

**SPECIFICATIONS:**

- A signed contract and 15 working days notice must be given prior to any move in. This quote shall remain valid for 30 days from date of actual bid opening, unless otherwise agreed upon. PAYMENT TERMS ARE- 100%, NET 30 unless otherwise agreed upon.
- Unless stated on the quote, all permits and associated fees are excluded from Statewide Traffic Safety and Signs, Inc's quoted pricing.
- Lump sum items are based on "working days" listed in the Special Provisions or working days bid for this project. Additional compensation (standard rental rates) will be applied if working days are exceeded.
- Standards for 5 day work shift must be established IN WRITING prior to Statewide Traffic Safety and Signs, Inc. starting work on the project.
- Rental equipment furnished and installed by Statewide Traffic Safety and Signs, Inc. may not be moved by anyone other than Statewide Traffic Safety and Signs, Inc. without prior approval.
- Traffic Control not included in installation, removal, or repair of any item. Stand-by time charged at \$175.00/hr.
- Portable equipment will be delivered and picked up from one location. Contractor to maintain. Contractor is liable for loss and or damaged equipment. Barricades do not include flashing lights or sign panels unless otherwise noted. Pallets are not included with crash cushions.
- Contractor is liable for lost or damaged equipment removed or relocated by Contractor's forces.
- Statewide Traffic Safety and Signs, Inc. does not accept charges or back charges of any kind unless agreed to in writing prior to work beginning.
- Statewide Traffic Safety and Signs, Inc. shall fully indemnify Contractor for any liability arising out of Statewide Traffic Safety and Signs, Inc. work or products, but only to the extent of Statewide Traffic Safety and Signs, Inc. liability and not that of anyone else. Statewide Traffic Safety and Signs, Inc. maintains insurance coverage for their work hereunder, including \$2,000,000.00 Products- Comp/OP Agg and a 10/93 Additional Insured Endorsement.
- If there are any issues or concerns regarding Statewide Traffic Safety and Signs, Inc. products or work, Contractor shall promptly notify and give Statewide Traffic Safety and Signs, Inc. first opportunity to correct any such problems.
- All change order work must be approved by agency / owner prior to work being performed by Statewide Traffic Safety and Signs, Inc.
- Acceptance of this quote is acceptance of these provisions, which shall prevail if in conflict with any other documents.
- No retention is to be held on Traffic Control and Equipment Rental.

**TOTAL BID:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

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

