

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

MYERS & SONS HI-WAY SAFETY, INC.*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	(Print) Name	Title	Date
		Deputy Purchasing Agent	

APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**Attachment A
Scope of work**

I. SCOPE OF WORK: Contractor shall provide all labor, materials, tools, and equipment required for Construction Site Traffic Control/Flaggers. Services shall be provided on an as-needed basis as required by the County.

II. SPECIFICATIONS: Contractor shall provide all equipment as specified herein.

- A. Acceptable equipment shall be pickup trucks and/or stake beds with light bars and/or beacons.
- B. Acceptable equipment also includes everything in line items.
- C. All vehicles utilized in the performance of this Contract must meet all vehicle operating requirements of the State of California Department of Motor Vehicles, CAL OSHA regulations, and all other applicable codes required in the State of California.
- D. All vehicles shall be adequately maintained both mechanically and visually by Contractor, and shall be fully operational at all times.

III. CONTRACTOR REQUIREMENTS:

- A. Contractor shall provide services under this Contract in accordance with the California Manual on Uniform Traffic Control Devices, Chapter 6E, 2012 edition.
- B. Contractor shall ensure that all flaggers utilized under this Contract shall be properly trained in the fundamentals of flagging moving traffic in accordance with the California Code of Regulations, Title 8, Section 1599.
- C. Contractor shall have the capability of supplying traffic control and flaggers for any one job site or for use at multiple job sites as required by County and/or District.
- D. Contractor shall supply flaggers and the flaggers shall wear and bring all the proper safety equipment to the job sites which shall include, but not be limited to stop/slow paddles, flashlights, hardhats, safety vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear.
- E. Contractor shall respond to requests on a 24-hour a day, 7-day a week basis.
- F. Contractor's response time to County's requests for Construction Site Flaggers in an emergency is critical. Contractor shall respond within two (2) hours of request for flaggers in an emergency. Contractor shall provide County Project Manager with a precise response time at the time of ordering. Failure to provide accurate response under emergency requests shall be grounds for immediate termination of this Contract.
- G. Contractor is required to provide the names and telephone numbers of personnel available 24-hours at the beginning of this Contract and on October 1st of each succeeding year.
- H. Contractor's Personnel:

1. **Background/Security:** All personnel engaged in performance of this Contract shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall conduct a thorough background investigation of each employee providing services under this Contract, including but not limited to, investigation of employment and police records and shall maintain copy of that request.
2. **Conduct:** Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, or fail to perform the work properly and acceptably. While performing services under this Contract, personnel consistently come into contact with the general public. Personnel must be respectful and courteous to the public at all times.

IV. PERFORMANCE REQUIREMENTS:

- A. Flaggers, while on duty and assigned to give warning to the public of any dangerous conditions to be encountered, shall perform their duties in a professional manner.
- B. The equipment shall be furnished and kept clean and in good repair by Contractor, at Contractor's expense.
- C. Flaggers shall set up traffic control and direct all pedestrian and/or vehicle traffic through and/or around construction projects using stop/slow paddles.
- D. Flaggers shall utilize County supplied handheld two-way radios to communicate between flaggers and County and/or District personnel. Contractor shall be responsible for the repair and/or replacement of any lost or damaged County two-way radio. The two-way radios shall be issued by County when Contractor arrives at the job site and Contractor shall return the two-way radios at the end of each day/shift. Contractor shall never leave the job site with the two-way radios.
- E. Contractor is required to check in and check out of the job site with the Project Manager to pick up and return the two-way radios and receive job assignment.

V. OPERATING HOURS:

- ~~A. Regular Work Hours~~ shall be 6:00 A.M. – 3:30 P.M., Monday through Friday (8hour days)
- B. **Overtime/Saturday/Sundays/Holidays:** shall be all day Saturday, Sundays and Holidays.
- C. Variations of these hours may be required to meet specific job requirements.
- D. Contractor shall perform work in strict accordance with the work hours and work days arranged with the Project Manager.

VI. GENERAL CONDITIONS:

- A. If or when Contractor does not provide service as specified, County and/or District may provide or Contract with others to provide the services and the amount payable under the Contract shall be reduced by the cost to County and/or District of labor, material, overhead, and administration for such corrective action. Such action does not constitute an acceptable alternative to performance of the work by Contractor.
- B. Portal to portal charges shall **NOT** be allowed by County and District. Labor hours shall be charged on basis of actual time spent on each job, not on a portal-to-portal basis and shall be computed nearest one-quarter (1/4) hour. Contractor is required to check in and check out of the job site with the Project Manager.

VII. COUNTY AND/OR DISTRICT'S REQUIREMENTS:

- A. County's Project Manager will be responsible for requesting Construction Site Flaggers from Contractor.
- B. Routine Requests:
 - 1. County will place orders for traffic control, flaggers and equipment at least 24 hours in advance of the required date.
 - 2. Specific information regarding the job location, work hours, possible special conditions, and other job information will be provided at the time of the request.
 - 3. Period of usage shall be given at the time of the request to the best of County's estimation.
- C. Emergency Requests:
 - 1. County and/or District will call Contractor as need occurs, which may be at any time (24 hours a day) to furnish flaggers on an immediate response. In emergency situations Contractor shall respond within two (2) hours and will be expected to quote reasonable time frames for the arrival of crews to the location specified. **Contractor is advised not to quote time frames that cannot be met, and failure to provide crews in the time frame quoted may result in the termination of this Contract.**
 - 2. County will provide Contractor with as much specific information as is available, with final details sometimes being furnished directly to the crews by County and/or District staff at the job site.

**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a fixed-rate usage Contract between the County and District and Contractor for Construction Site Flaggers on an as needed basis, as set forth in Attachment A "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County and District shall have no obligation to pay any sum in excess of the Fixed Rates and Total Not to Exceed Contract Amount specified herein unless authorized by amendment in accordance with Articles 28 and 43 of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- II. FEES AND CHARGES:** Payment shall be made in accordance with the provisions of this Contract.

Line Item	Description	Day Rate(8 Hrs. Monday-Friday)	Rate per Hour O.T after 8 Hrs.	Rate per day 8 Hrs. Weekends & holidays
1.	2 MAN CREW ONSITE UP TO 8 HOURS WITH EQUIPMENT: \$ 12 - PRE-WARNING SIGNS, 8 - TYPE I BARRICADES, 75 - CONES & 2 - 2WAY RADIOS. SINGLE FLAGGER	\$1,456.00	\$196.00	\$1,568.00
2.	1 MAN CREW ONSITE UP TO 8 HOURS WITH EQUIPMENT: \$ 8 - PRE-WARNING SIGNS, 8 - TYPE I BARRICADES, 50 - CONES.	\$732.50	\$98.00	\$784.00
3.	HIGH SPEED LANE CLOSER; 2 MAN CREW ONSITE UP TO 8 HOURS WITH EQUIPMENT: \$ 8 - PRE-WARNING SIGNS, 8 - TYPE I BARRICADES, 100 - CONES & 1 - SOLAR ARROW BOARD.	\$1,520.00	\$196.00	\$1,623.00
4.	HIGH SPEED LANE CLOSER; 1 MAN CREW ONSITE UP TO 8 HOURS WITH EQUIPMENT: \$ 8 - PRE-WARNING SIGNS, 8 - TYPE I BARRICADES, 50 - CONES & 1 - SOLAR ARROW BOARD	\$787.50	\$98.00	\$839.00
5.	ATTENUATOR TRUCK RENTAL	\$875.00	\$98.00	\$975.00
6.	TEMPORARY CRASH CUSHION RENTAL	\$55.00	\$55.00	\$55.00
7.	LIGHT TOWER RENTAL	\$95.00	\$95.00	\$95.00
8.	TEMPORARY BARRIER RENTAL	\$78.00	\$78.00	\$78.00
9.	TEMPORARY CHANNELIZER AND BARRICADE RENTALS	\$2.50	\$2.50	\$2.50
10.	CONSTRUCTION SIGN RENTAL	\$3.50	\$3.50	\$3.50

11.	RADAR SPEED TRAILER RENTAL	\$65.00	\$65.00	\$65.00
12.	FLASHING BEACON RENAL	\$9.50	\$9.50	\$9.50
13.	MISCELLANEOUS ITEM LINE	\$0	\$0	\$0

A. Cost shall be used off line items per day.

Amendment No. 1: Renew Contract for 1 year

B. **Total Not-to-Exceed Contract Amount:*** **\$1,500,000.00**

C. First Renewal Term Total Contract Amount Not to Exceed: \$300,000.00

III. PRICE INCREASES/DECREASES: No rate increases will be permitted during the first period of the Contract. All rate decreases will automatically be extended to the County and District. The County and District require bona fide proof of cost increases on Contracts prior to any rate adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The County and District may enforce, adjust, negotiate, or cancel escalating rate Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the County and/or District during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR’S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County and/or District sites during the performance of work and services under this Contract.

VI. PAYMENT TERMS: Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover goods not previously invoiced. The Contractor shall reimburse the County of Orange and/or District for any monies paid to the Contractor for goods not provided, or when goods do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County and/or District from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods.

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor’s name and address
- B. Contractor’s remittance address, if different from (A), above

- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Ligia Godinez
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN
(IF APPLICABLE)**

1. Key Personnel

Name	Classification /Designation	Licenses/Certifications (Include license/certification number)	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor’s Key Personnel shall be allowed only with prior written approval of County’s Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT I

COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE
CERTIFICATION REQUIREMENTS

To participate as an OCLSB the following requirements must be met:

- 1) A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
- 2) Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.
 - a. Business name shall match the Company Legal Name specified on the Company Profile.
- 3) Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OLSB.
- 4) OCLSB Preference provides for the following:
 - a. Invitation for Bid – IFB
When the lowest bidder is not an OCLSB, the sole lowest certified OCLSB within five percent (5%) of the lowest bid shall be given the opportunity to price match. To participate as an OCLSB, the sole lowest qualified OCLSB must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County.
 - b. Request for Proposal - RFP
An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB to obtain the final score. If the final score of any OCLSB matches the final score of a non-OCLSB, preference shall be given to the certified OCLSB. If two or more OCLSBs have the same final score, the County shall determine the contract award based on the County's best interest.

OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.

County of Orange Local Small Business (OCLSB) Affirmation

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

- (1) Local Business requirements:
 - a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
 - b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
- (2) Small Business requirements:
 - a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
 - b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

I, certify that _____, (legal company/business name) is certified as an Orange County Local Small Business in accordance to OCLSB Preference certification requirements and currently meets the requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check below:

OCLSB Certificate attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number: