

**FIRST AMENDMENT
TO PUBLIC WORKS AGREEMENT BETWEEN CITY OF BEAUMONT AND
CROSSTOWN ELECTRICAL AND DATA, INC. FOR CITYWIDE TRAFFIC SIGNAL
MAINTENANCE**

THIS FIRST AMENDMENT TO PUBLIC WORKS AGREEMENT is made and effective as of the 17th day of January, 2023, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and CROSSTOWN ELECTRICAL AND DATA, INC., a California corporation whose address is 5454 Diaz Street, Irwindale, CA 91706 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On May 12, 2022, the City and CROSSTOWN ELECTRICAL AND DATA, INC., entered into that certain agreement entitled “Public Works Agreement” for CITYWIDE TRAFFIC SIGNAL MAINTENANCE (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding extra work and extraordinary / emergency maintenance and that the total contract amount should be increased as provided in the Change Order Request dated December 21, 2022, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

2. AMENDMENT

Section I of the Agreement is hereby amended to add to the Services those services identified in the Change Order Request attached hereto as Exhibit “A”.

Section III of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the Agreement, compensation was set at fifty-three thousand, one hundred dollars (\$53,100). Per this First Amendment, compensation is increased by the maximum amount of one hundred forty-five thousand dollars (\$145,000) as provided in the Change Order Request attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed one hundred ninety-eight thousand, one hundred dollars (\$198,100).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

CROSSTOWN ELECTRICAL AND DATA,
INC.

By: _____

Julio Martinez III, Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

CHANGE ORDER REQUEST DATED December 21, 2022

DATE: December 21, 2022
 FROM: JEFF HART, P.E.,PUBLIC WORKS DIRECTOR/CITY ENGINEER
 CITY OF BEAUMONT
 TO: CROSSTOWN PO 21/22 1157

PUBLIC WORKS DEPARTMENT

CHANGE ORDER NO. 1

Additional Allotment for Materials, Extra Work & Emergency Maintenance

INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:

These modifications are needed to provide as-needed funds within the contract for materials, extra work & emergency maintenance. Amount for FY 22-23 is based on anticipated extra materials, extra work, and emergency maintenance for the remainder of the funding year (Jan. 2023 - Jun. 2023). Amounts for FY 23-24 and FY 24-25 are the anticipated extra materials, extra work, and emergency maintenance for those entire funding years.

Item No.	Description	Quantity	Unit	Unit Cost	Extended Amount
1	FY 22-23 Additional Materials, Extra Work & Emergency Maintenance (as needed)	1.00	LS	\$ 35,000.00	\$ 35,000.00
2	FY 23-24 Additional Materials, Extra Work & Emergency Maintenance (as needed)	1.00	LS	\$ 55,000.00	\$ 55,000.00
3	FY 24-25 Additional Materials, Extra Work & Emergency Maintenance (as needed)	1.00	LS	\$ 55,000.00	\$ 55,000.00
SUB-TOTAL=					\$ 145,000.00

TOTAL AMOUNT OF CHANGE ORDER # 1 **\$ 145,000.00**

CONTRACT AMOUNT RECONCILIATION

ORIGINAL CONTRACT AMOUNT	\$ 53,100.00
CHANGE ORDER NO. 1	\$ 145,000.00

TOTAL CONTRACT AMOUNT PER CHANGE ORDER NO. 1 = **\$ 198,100.00**

The undersigned Contractor approves the foregoing Change Order # 1 as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order # 1. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

JEFF HART, P.E.,PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE
ELIZABETH GIBBS , CITY MANAGER	DATE
CROSSTOWN ELECTRICAL & DATA, INC , CONTRACTOR	DATE