

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective May 12, 2022 by and between the City of Beaumont, a municipal corporation (“CITY”), and Crosstown Electrical and Data, Inc. (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Citywide Traffic Signal Maintenance (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated February 11, 2022, and CONTRACTOR’s Bid in response to the Invitation, dated March 3, 2022, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Fifty-Three Thousand One Hundred dollars (\$53,100).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an

Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

6. **Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment,

materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed

by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for 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.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents,

and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that David P. Heermance whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
 - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or

by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

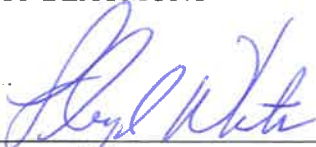
SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

CITY:

CITY OF BEAUMONT

By: _____


Lloyd White, Mayor

CONTRACTOR:

Crosstown Electrical & Data, Inc.

By: _____



Print Name: _____

David Heermance

Title: _____

President



BID FORM

NAME OF BIDDER: CROSSTOWN ELECTRICAL & DATA, INC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including the general conditions, scope of work, and all addenda, if any, for the following Project:

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

REGULARLY SCHEDULED MAINTENANCE ACTIVITIES:

This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in the Scope of Work. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Scope of Work for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
MONTHLY SCHEDULED MAINTENANCE PRICE	ONE THOUSAND, FOUR HUNDRED AND SEVENTY FIVE DOLLARS, NO CENTS. (\$59 PER INTERSECTION)	\$1,475.00
TOTAL ANNUAL BID PRICE (Monthly Price x 12 months)	SEVENTEEN THOUSAND AND SEVEN HUNDRED DOLLARS, AND NO CENTS.	\$17,700.00

Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Compensation shall be a firm fixed annual cost for the duration of the contract, however a fixed escalator may be incorporated on an annual basis. The escalation amount will be negotiated with the City based on the yearly CPI increase per the state of California.

The contractor must provide with their bid a detailed schedule of prices for **ALL** labor, material, and equipment used in the determination of their monthly regularly scheduled maintenance activities. This should include hourly billable costs for all labor, material, and equipment required by the Scope of Work. All hourly fee schedules should be

DETAILED SCHEDULE OF PRICES
CROSSTOWN ELECTRICAL & DATA, INC.

ITEM	DESCRIPTION	HOURLY	O. T. RATE	D. T. RATE	
1	SIGNAL MAINTENANCE SUPER.	\$90.00	\$90.00	\$90.00	
2	SIGNAL MAINTENANCE TECH.	\$106.00	\$148.00	\$189.00	
3	BENCH TECH (IN LAB REPAIRS/TEST)	\$80.00	N/A	N/A	
4	LABORER	\$98.00	\$138.00	\$148.00	
5	BUCKET TRUCK	\$39.00	\$39.00	\$39.00	
6	UTILITY/WORK TRUCK	\$32.00	\$32.00	\$32.00	
7	COMPRESSOR W/ TOOLS	\$12.00	\$12.00	\$12.00	
8	CRANE	\$115.00	\$115.00	\$115.00	
9	PICK-UP TRUCK	\$11.00	\$11.00	\$11.00	
10	ARROW-BOARD	\$7.50	\$7.50	\$7.50	
11	MATERIAL - TO BE CHARGED AT COST PLUS SALES TAX AND 15% MARK-UP				



based on the contractor's current fee schedule rates. The cost schedule shall clearly identify the estimated man-hours by classification and expenses required for each work item, including all sub-consultants and contractors required to complete the Scope of Work.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

EXTRA WORK AND EXTRAORDINARY/EMERGENCY MAINTENANCE:

Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Costs for extra work and extraordinary/emergency maintenance activities shall be determined using the detailed schedule of prices for regularly scheduled maintenance activities provided by the contractor as described above.



BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 756309

Expiration Date 11/30/2022

Class of license CLASS A & C-10

If the bidder is a joint venture, each member of the joint venture must include the above information.

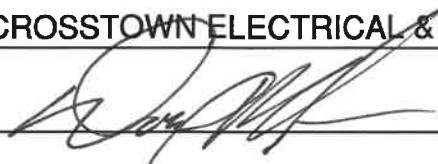
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder CROSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022



Addendum No. 1 RFB for Citywide Traffic Signal Maintenance

Revisions

Notice Inviting Bids – License Classifications

The required license classifications on Page 2 of the Notice Inviting Bids are revised as follows:

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- California Class "A" and/or Class "C"

Questions and Answers

Q1: Would the City be willing to modify the licensing requirement from "Class A or Class B" to "Class A or Class C" since a Class C is more comprehensive than a Class B?

A1: License Requirements have been modified as provided in this addendum.

Q2: Will contract extensions be mutual agreement upon between the City and Contractor or at the sole discretion of the City?

A2: Mutual agreement between the City and the Contractor.

Q3: Would the City please advise if all material for extraordinary work is to be billed for by the Contractor or City supplied?

A3: Billed based on contractor provided schedules of labor, equipment, and materials as described in the Bid Form.

Q4: By submitting a proposal, is the Contractor bound to all terms and conditions of the RFP?

A4: Yes

Q5: Can you please clarify if the City's bid documents must be purchased from the City or if the downloaded documents from the City's website will suffice?

A5: All bid documents are provided on Public Purchase for download



Q6: PG 4 – “Completion of Bid Forms” Can you please confirm that “Typewriter” includes typed from a computer?

A6: Yes

Q7: PG 10 – Can you please confirm that you would also like a separate fee schedule for labor and equipment hourly rates?

A7: Yes, as described in the Bid Forms

Q8: PG 10 – Can the City please confirm the quantity of intersections the City is responsible for maintenance so that we can use that number when filling out the base bid price? The Citywide Traffic Signal Map includes all intersections in the City. I understand the owners are listed but there are also off-ramp / on-ramps owned by Beaumont so are those also included in part of the list of maintained intersections?

A8: 25 Traffic Signal Intersections are included (owned by Beaumont) as shown on the Citywide Traffic Signal Map.

Q9: Can you please confirm that the Bid Opening Date is 3.25 hours after the deadline?

A9: No. The bid receipt and bid opening times are as provided in the Bid documents.

- Bid Receipt - March 03, 2022 @ 11:00 A.M.
- Bid Opening - March 03, 2022 @ 1:15 P.M.

Q10: Under “Signal Maintenance Scope of Work” PG 2, Paragraph 2, Can the City please clarify if this report is to be submitted weekly or monthly with the billing report? *“Reports accounting for one hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.”*

A10: Weekly, as described in the Scope of Work.

Q11: Under “Signal Maintenance Scope of Work” PG 8, Item 8, Can the City please confirm “any items replaced or repaired” would be billed per the contract Time and Material rates for the following items? *“Missing signs shall be replaced. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.”*

A11: Billed based on contractor provided schedules of labor, equipment, and materials as described in the Bid Form.

Q12: Under “Signal Maintenance Scope of Work” PG 10, Can the City please clarify the following: *“The cost to provide replacement L.E.D. units shall constitute extra work; however, all labor associated with maintaining a traffic signal indication in proper working order is considered regular scheduled maintenance during normal business hours.”*

Is the City saying when there is an LED replacement during **regular hours**, they will pay for the



LED but not the Labor and Equipment?

A12: No. All costs associated with the replacement of L.E.D. units shall constitute extra work.

End of Addendum No. 1

A handwritten signature in black ink, appearing to read "David P. Heermance", is written over a horizontal line.

CROSTOWN ELECTRICAL & DATA, INC.
DAVID P. HEERMANCE, PRESIDENT


FEBRUARY 25, 2022



**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION
CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022



BID BOND
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

The makers of this bond are,

Crosstown Electrical & Data, Inc.

as Principal, and

Fidelity and Deposit Company of Maryland

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 3rd, 2022, for

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

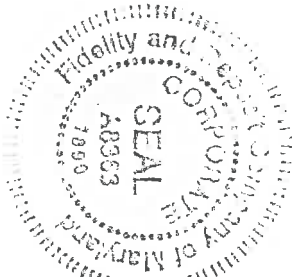


IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of February, 2022, the name and corporate seal of each corporation.

(Corporate Seal)




(Corporate Seal)



(Attach Attorney-in-Fact Certificate)

Crosstown Electrical & Data, Inc.
Principal


By DAVID P. HEERMANCE

PRESIDENT

Title

Fidelity and Deposit Company of Maryland
Surety


By _____

Dwight Reilly

Attorney-in-Fact

Attorney-in-Fact

Title



STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2019, before me,
_____, a Notary Public in and for said state, personally
appeared _____, known to me to be the person
whose name is subscribed to the within instrument as the Attorney-In-Fact of the
(Surety) acknowledged to me that he subscribed the name of the
_____ (Surety) thereto and his own name as Attorney-In-
Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding
company must be attached hereto.

ACKNOWLEDGMENT

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

State of California
County of Orange

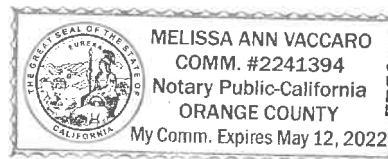
On 2/28/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On March 2, 2022 before me, Shalea Berry, Notary Public
(insert name and title of the officer)

personally appeared David Heermance,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shalea Berry

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



DESIGNATION OF SUBCONTRACTORS CITYWIDE TRAFFIC SIGNAL MAINTENANCE

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

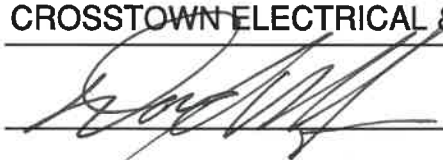
*** Please list all subcontractor that exceed \$500***

Portion of the Work	Subcontractor	Location of Business	% of Work
NONE			



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022



INFORMATION REQUIRED OF BIDDERS CITYWIDE TRAFFIC SIGNAL MAINTENANCE

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: CROSTOWN ELECTRICAL & DATA, INC.

2.0 Type, if Entity: CORPORATION

3.0 Bidder Address: 5454 DIAZ STREET,

IRWINDALE, CA 91706

(626) 869-0192

Facsimile Number

(626) 813-6693

Telephone Number

4.0 License Information:

<u>756309</u>	<u>CLASS A & C-10</u>	<u>11/30/2022</u>
License No.	Class of License	Expiration Date

1000000155
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

23 YEARS

6.0 How many years has Bidder's organization been in business under its present name? 23 YEARS

5.1 Under what other or former names has Bidder's organization operated?

NONE



7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: 11/18/1998

7.2 State of Incorporation: CALIFORNIA

7.3 President's Name: DAVID P. HEERMANCE

7.4 Vice-President's Name(s): WENDY PARKER

7.5 Secretary's Name: ANDREA HEERMANCE

7.6 Treasurer's Name: BENJAMIN HEERMANCE

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:
N/A

8.2 Name and address of all partners (state whether general or limited partnership):
N/A

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.
N/A



11.0 What type of work does the Bidder normally perform with its own forces?

TRAFFIC SIGNAL MAINTENANCE, TRAFFIC SIGNAL INSTALLATIONS, TRAFFIC
SIGNAL MODIFICATIONS, FIBER OPTIC AND COMMUNICATION WORK , CCTV

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

NO

14.0 List Trade References:

1. WESCO-ANIXTER, 6251 KNOTT AVE., BUENA PARK, CA 90620

SOCORRO LAZALDE, SOCORRO.LAZALDE@ANIXTER.COM, 714-670-5858

2. WALTER'S WHOLESALE ELECTRIC CO., 200 N. BERRY ST., BREA, CA 92821,

RYAN THIBAUT, RYAN.THIBAUT@WALTERSWHOLESALE.COM, 714-784-1820

15.0 List Bank References (Bank and Branch Address):

AMERICAN BUSINESS BANK

SOUTH BAY REGIONAL OFFICE

970 WEST 190TH STREET, SUITE 301

TORRANCE, CA 90502



16.0 Name of Bonding Company and Name and Address of Agent:

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

777 SOUTH FIGUEROA STREET, SUITE 3900, LOS ANGELES, CA 90017

BONDING AGENCY: COMMERCIAL SURETY BOND AGENCY,
ADRIAN LANGRELL, 1411 N. BATAVIA ST, SUITE 201, ORANGE, CA
92867



B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
SAN DIMAS TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	150,000/YR	CHASE BUCKELEW 909-374-6270
AZUSA TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	100,000	ROGBERT DELGADILLO 626-812-5248
LAGUNA HILLS TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	135,000/YR	KENNETH ROSENFELD 949-707-2655
EL MONTE TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	60,000/YR	FRANK DREVD AHL
HEMET TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	68,000	MATT DEVORE 951-765-3710
BELL TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	\$300,000	GABINO LUNA 323-923-2632
DOWNEY TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	190,000	EDWIN NORRIS 562-904-7110



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
(TRAFFIC SIGNAL AND COMMUNICATION PROJECTS COMPLETED, MAINTENANCE PROJECTS ARE CURRENT/ONGOING)				
CITY OF LOS ANGELES	Perform traffic signal modifications at 17 intersections	04/2019 - 04/2020	\$4,722,233.00	Shane Smith (310)345-1229
CITY OF LA HABRA	Construction of the Imperial Highway/SR-90 Corridor Regional traffic signal synchronization project 3-TC-15	04/2020 - 04/2021	\$1,586,328.00	Michael Plotnik (562) 383-4151
CITY OF SAN DIMAS	Furnish/ install conduit pull boxes, perform traffic signal modifications install communication equipment	06/2020 - 04/2021	\$ 942,938.00	Steve Barragan (909) 394-6247
ORANGE COUNTY TRANSPORTATION AUTHORITY	Furnish/ install conduit cabinets, fiber, switches, CCTV, pull boxes.	08/2020 - 04/2021	\$ 755,525.00	Amy Tran (714) 560-5379
CITY OF SANTA CLARITA	Furnish/ install conduit fiber cable, splicing/term/ testing of fiber cable, furnish/ install ethernet equipment	07/01/2020 - 05/2021	\$2,638,893.06	Cesar Romo (661) 286-4000

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

1. MICHAEL LINDEN - MAINTENANCE ELECTRICIAN, IMSA LEVEL III, 50%

2. GALT GROTKE - MAINTENANCE TECHNCIAN, IMSA LEVEL II, 40%

3. JERRY DAVIS - SENIOR TRAFFIC SIGNAL MAINTENANCE OPERATIONS MANAGER, 30%

2. Summarize each person's specialized education:

1. MICHAEL LINDEN - ACCOCIATES DEGREE IN ELECTROINCS TECHNOLOGY, LEVEL III IMSA FIELD CERTIFICATION, NEC CERTIFIED, IMSA WORK SAFETY CERTIFIED, CURRENT TRAINING ON ECONOLITE AND MCCAIN CONTROLLERS AND SOFTWARE.

2. GALT GROTKE - LEVEL II IMSA FIELD CERTIFICATION, IMSA WORK SAFETY CERTIFIED, AND CURRENT TRAINING ON ECONOLITE AND MCCAIN CONTROLLERS & SOFTWARE.

3. JERRY DAVIS - IMSA LEVEL I, LEVEL II FIELD TECHNICIAN CERTIFICATIONS, IMSA WORK ZONE SAFETY, ELECTRICIAN

3. List each person's years of construction experience relevant to the project:

1. 25 YEARS

2. 7 YEARS

3. 35 YEARS

4. Summarize such experience:

1. MR. LINDEN HAS BEEN WORKING IN THE TRAFFIC SIGNAL MAINTENANCE FIELDSINCE 1985. HE HAS PERFORMED MAINTENANCE IN DOZENS OF CITIES. HE IS A LEVELIII TECH WITH EXTENSIVE EXPERIENCE AND KNOWLEDGE OF TRAFFIC SYSTEM

2. MR. GROTKE HAS SEVEN YEARS OF EXPERIENCE AS A TRAFFIC SIGNAL TECHNICIAN, AND HE PREVIOUSLY HAD AN EXTENSIVE ELECTRICAL BACKGROUIND WORKING WITH THE US AIR FORCE. HE ALSO HAS EXPERIENCE PERFORMING STATE CERTTESTING ON CONTROLLER ASSEMBLIES. HE ALSO RUNS OUR BENCH REPAIR AND CONFLICT MONITOR TESTING.

3. MR. DAVIS HAS WORKED AS A UNION JOURNEYMAN ELECTRICIAN, FOREMAN, AND GF WITH EXPERIENCE IN TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND SERVICE OPERATIONS OVER THE PAST 35 YRS. HE HAS BEEN IN MANY LEADERSHIP ROLES AND HAS BEEN RUNNING TRAFFIC SIGNAL OPERATIONS SINCE 2013 AT CSC, INC. UNTIL HE CAME TO CROSSTOWN IN 2020 TO MANA THE TRAFFIC SIGNAL MAINTENANCE DIVISION.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



Additional Bidder's Statements:

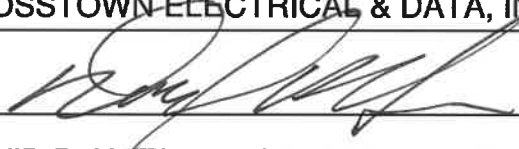
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature 

Name and Title DAVID P. HEERMANCE, PRESIDENT

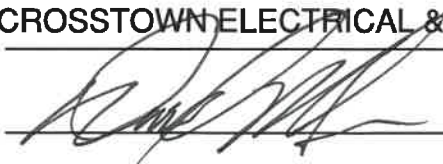
Dated MARCH 1, 2022



**NON-COLLUSION AFFIDAVIT
CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

I, DAVID P. HEERMANCE, being first duly sworn, deposes and says that he is of CROSSTOWN ELECTRICAL & DATA, INC the party making the attached bid; 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 other 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder	<u>CROSSTOWN ELECTRICAL & DATA, INC.</u>
Signature	<u></u>
Name and Title	<u>DAVID P. HEERMANCE, PRESIDENT</u>
Dated	<u>MARCH 1, 2022</u>