

## **AGREEMENT WITH CROSSTOWN ELECTRICAL & DATA, INC., TO PROVIDE ON-CALL CONSTRUCTION SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of August, 2022 by and between Crosstown Electrical & Data, Inc., a California corporation ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

### **RECITALS**

- A. On March 21, 2022, the City issued Request for Proposal ("RFP") No. 21-095, by which it sought a qualified contractor to provide on-call construction services for traffic signals, street lights, and concrete wheel chair ramps 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 21-095.
- 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 consulting 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. 21-095, which is attached as **Exhibit A**, and as more specifically delineated 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 demolition services on an on-call basis under RFP 21-095. The total compensation for these services provided by all such contractors selected under RFP 21-095 shall not exceed the shared aggregate amount of Two Million, Five Hundred Thousand Dollars and Zero Cents (**\$2,500,000**) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) 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 which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on June 30, 2025, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to two (2) one-year periods 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 **\$5,000,000** 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 Fonn Number CA 00 01 covering any auto (Code I), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$5,000,000** 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. **Builder's Risk (Course of Construction):** insurance utilizing an "All Risk" (Special Perils) coverage follll, with limits equal to the completed value of the project and no coinsurance penalty provisions.
  5. **Contractors' Pollution Legal Liability** and/or **Asbestos Liability** and/or **Errors and Omissions**, if project involves environmental hazards, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
  6. **Broader Coverage:** 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. **Builder's Risk (Course of Construction) Insurance:**
  - i. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
  - ii. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or

adjustment to existing buildings, structures, processes, machinery and equipment. The property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the City's site.

7. **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.
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 anytime.

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. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
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, its subcontractors, agents, employees, or other persons acting on its 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, 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 interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. 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.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, 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 is 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 which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. 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(s) 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 which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.
- c. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.



- d. This Agreement is the final and complete agreement and any prior or contemporaneous agreement(s) for similar services between the parties is superseded by this Agreement.

## **21. 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

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

Benjamin Heermance, CFO  
Crosstown Electrical & Data, Inc.  
5454 Diaz Street  
Irwindale, CA 91706  
[bheermance@crosstowndata.com](mailto:bheermance@crosstowndata.com)

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 time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**


\_\_\_\_\_  
Clerk of the Council

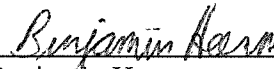
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

**CROSSTOWN ELECTRICAL & DATA,  
INC.**

SONIA R. CARVALHO  
City Attorney

By:   
Brandon Salvatierra  
Deputy City Attorney

  
Benjamin Heermance  
Chief Financial Officer

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## **EXHIBIT A**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL CONSTRUCTION SERVICES FOR  
TRAFFIC SIGNALS, STREET LIGHTS AND CONCRETE WHEELCHAIR  
RAMPS  
RFP NO.: 21-095**

**INTRODUCTION**

The City of Santa Ana (City) desires to enter into an agreement with a qualified construction company(ies) for the repair and/or installation of traffic signals, street lights, concrete paving wheel chair ramps, and/or other infrastructure within the public right of way that may experience failures within the term of the agreement on an on-call and emergency work for general improvements, on an as needed, **Individual Task Order** basis. Ancillary related work includes, but is not limited to, occasional replacement traffic pavement markings and sign replacements and related support services and paid for as described in **Section I.A. "Nature of Work" in the RFP.**

**The purpose of this request for proposals is to obtain qualified construction companies to augment the City's capacity to perform On Call Construction Service in the event of system failures.**

**DESCRIPTION OF WORK**

The scope of work will vary per Task Order within the public right-of-way. It may include, but not be limited to, the procurement and/or removal of materials, excavation, installation, backfill, compaction, grading, sidewalk and paving, curb and gutter, fencing, guardrail, barrier, traffic signal systems, street lights, conduits, wiring, and pavement markings, signs, sign posts and miscellaneous other street furniture, and repairing various items within the public right-of-way, traffic control, mobilization, compliance with this agreement and all other work necessary to complete on-call Task Orders specified per incident.

The work completed shall be in compliance with the City's Standard Plans, Caltrans Standard Plans and the "Greenbook" and Caltrans' Standard Specifications and as specified in this agreement. Work shall also be in compliance with the City's Standard Plan No. 1160, "Street Work and Utility Permit General Provisions."

**QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)**

For the purposes of providing a Fee Schedule based on the below **Sample Task Orders**, the following work items and quantities are provided. The **Fee Schedule** in **Attachment 5**:

Each **Fee Schedule** shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) would be completed for the purpose of review of the proposals. For example, if a Contractor is submitting for Traffic Signal and Concrete Paving – Wheel Chair Ramp, Sample Task Orders A and C would be completed as part of the **Fee Schedule** by filling in of the last two columns for the relevant sample task orders by category. However, actual work will be paid for as described in **Section I.A. “Nature of Work,”** and according to the schedule of hourly billing rates. Sample Task Orders for Traffic Signal, Street Light and Concrete Paving - Wheel Chair Ramp in public right-of-way related work are, respectively:

<b><u>Sample Task Order A – Traffic Signal</u></b> <b><u>(Assume all work within Paved areas)</u></b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Install City Furnished Type 332 Cabinet on New Foundation (2-4 phases)	1	EA		
2	Install City Furnished Type 332 Cabinet on Existing Foundation (2-4 phases)	1	EA		
3	Install City Furnished Type 332 Cabinet on New Foundation (4-8 phases)	1	EA		
4	Install City Furnished Type 332 Cabinet on Existing Foundation (4-8 phases)	1	EA		
5	Furnish & Install Type 1A Pole on New Foundation	1	EA		
6	Furnish & Install Type 1A Pole on Existing Foundation	1	EA		
7	Furnish & Install Type 15TS Pole on New Foundation	1	EA		
8	Furnish & Install Type 15TS Pole on Existing Foundation	1	EA		
9	Furnish & Install 2” Conduit	75	LF		
10	Furnish & Install 3” Conduit	100	LF		
11	Furnish & Install 4” Conduit	300	LF		
12	Furnish & Install No. 6 Pull Box	10	EA		
13	Furnish & Install No. 6E Pull Box	2	EA		
14	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	10	EA		
15	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	10	EA		
16	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	20	EA		
17	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	20	EA		
18	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	60	EA		
19	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	60	EA		

20	Furnish & Install Overhead Reflectorized Street Name Sign (RSNS)	4	EA		
21	Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)	4	EA		
22	Furnish & Install 12 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF		
23	Furnish & Install 24 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF		
24	Furnish & Install 144 Strand Single Mode Fiber Optic (SMFO) Cable	1000	LF		
25	Furnish & Fusion Splice 1 Stand SMFO	48	EA		
26	Furnish & Fiber Optic Splice Enclosure	2	EA		
27	Pothole Pole Locations for Utility Conflicts	5	EA		
28	Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet	5	EA		

**Sample Task Order B – Street Lighting**  
**(Assume all work within Paved areas)**

Item	Description	Qty	Unit	Unit Price	Total
1	Furnish & Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation	1	EA		
2	Furnish & Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation	1	EA		
3	Furnish & Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation	1	EA		
4	Furnish & Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation	1	EA		
5	Furnish & Install #8 AWG Wire (Copper)	100	LF		
6	Furnish & Install #10 AWG Wire (Copper)	100	LF		
7	Furnish & Install #12 AWG Wire (Copper)	100	LF		
8	Furnish & Install #6 AWG Overhead Wire (Aluminum)	100	LF		
9	Furnish & Install 2" Conduit PVC Schedule 40	100	LF		
10	Furnish & Install 3" Conduit PVC Schedule 40	100	LF		
11	Furnish & Install No. 3 Pull Box	4	EA		
12	Furnish & Install No. 5 Pull Box	1	EA		

**Sample Task Order C – Concrete Paving - Wheel Chair Ramps**

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY		
2	PCC Sidewalk (T=4")	2,500	SF		
3	PCC Curb Ramp	3,000	SF		
4	PCC Curb and Gutter (C.O.S.A. Std. Plan 1101, Type A-2-8)	100	LF		
5	PCC Curb (C.O.S.A. Std. Plan 1101, Type B-1)	100	LF		
6	PCC Spandrel (C.O.S.A. Std. Plan 1109)	500	SF		

7	PCC Cross Gutter (C.O.S.A. Std. Plan 1109)	500	SF		
8	18" Deep Polyethylene Root Barrier (C.O.S.A. Std. Plan 1124 & 1124B)	50	LF		
9	Root Shaving (C.O.S.A. Std. Plan 1124A)	6	EA		

### **SURETY BOND**

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety **“Payment”** and **“Performance”** bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the “Greenbook,” surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City’s Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, the cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City’s Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana.

### **CONTRACTOR RESPONSIBILITIES**

Contractor must be able to respond to City’s request for emergency repair work on a timely and urgent manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within one hour. Contractor’s repair crews must be able to arrive at job site within 8 hours of approval from City to commence work.** Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits (unless waived by the City) required for the performance of the work required by this contract, including but not limited to a California Class (A or C-10) Contractor’s license and a City of Santa Ana Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
  - a. A City of Santa Ana business license.
  - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
  - c. A Contractors license (with appropriate classification).
  - d. Proof of Worker’s Compensation Insurance.

2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City.
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

### **SUBCONTRACTORS**

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

### **PAYMENT AND INVOICING:**

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

### **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 any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed
- Electronic files for title sheets and sheet borders, if needed

### **DEFINITION OF ITEMS (SAMPLE TASK ORDERS A (TRAFFIC SIGNAL), B (STREET LIGHT), C (CONCRETE PAVING - WHEELCHAIR RAMPS)):**

*The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer.*

*All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefore.*



Each Sample Task Order's work items include, but are not limited to, the following listed below for the Fee Schedule Submittal. Actual Task Order work, if granted, will generally be on a competitive bid, Time and Materials, basis as described in Section I.A. "Nature of Work" in the RFP, in accordance with labor rates for the type of work and material required per Task Order granted and according to the schedule of rates provided as part of this proposal.

**\*\*The Sample Task Order information provided will primarily be used to compare various proposals.\*\***

**Sample Task Order A - Traffic Signal Items of Work**  
**(Assume all work within Paved areas)**

**Bid Item No. 1 – Install City Furnished Type 332 Controller Cabinet on New Foundation (2-4 phases):**

This work consists of installing a City furnished Type 332 Controller Cabinet for a 2-4 phase operation on a new foundation. Contractor shall perform all needed excavations, and furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

**City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.**

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 2 – Install City Furnished Type 332 Controller Cabinet on Existing Foundation (2-4 phases):**

This work consists of installing a City furnished Type 332 Controller Cabinet for a 2-4 phase operation on an existing foundation. Contractor shall furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

**City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.**

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 3 – Install City Furnished Type 332 Controller Cabinet on New Foundation (4-8 phases):**

This work consists of installing a City furnished Type 332 Controller Cabinet for a 4-8 phase operation on a new foundation. Contractor shall perform all needed excavations, and furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

**City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.**

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 4 – Install City Furnished Type 332 Controller Cabinet on Existing Foundation (4-8 phases):**

This work consists of installing a City furnished Type 332 Controller Cabinet for a 4-8 phase operation on an existing foundation. Contractor shall furnish all materials needed to install Type 332 Controller Cabinet and shall include but not be limited to, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

**City will furnish and install traffic signal controller and provide technical turn-on support including traffic signal timing.**

The lump sum price bid to Install City Furnished Type 332 Cabinet shall include full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 5 – Furnish and Install Type 1A Traffic Signal Pole on New Foundation:**

This work consists of furnishing and installing Type 1A Traffic Signal Pole including conduit, excavation, concrete foundation, concrete restoration, installing and re-connecting all field wiring, complete removal of existing foundation, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 1A Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 6 – Furnish and Install Type 1A Traffic Signal Pole on Existing Foundation:**

This work consists of removing and salvaging existing Traffic Signal pole, furnishing and installing Type 1A Traffic Signal Pole including conduit, concrete restoration, installing and re-connecting all field wiring, traffic

control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 1A Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 7 – Furnish and Install Type 15TS New Traffic Signal Pole:**

This work consists of furnishing and installing Type 15TS Traffic Signal Pole including conduit, excavation, concrete foundation, concrete restoration, installing and re-connecting all field wiring, complete removal of existing foundation, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 15TS Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 8 – Furnish and Install Type 15TS Traffic Signal Pole on Existing Foundation:**

This work consists of removing and salvaging existing Traffic Signal pole, furnishing and installing Type 15TS Traffic Signal Pole including conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

The unit price bid per each Type 15TS Traffic Signal Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 9 to 11 – Furnish and Install PVC Conduit:**

This work consists of furnishing and installing Polyvinylchloride (PVC) traffic signal and/or interconnect communication conduit including pull tape, ground wire, fittings, duct seal and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Specifications and of the size indicated on the plans.

The unit price bid per linear foot of PVC Conduit shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 12 to 13 – Furnish and Install Pull Box:**

This work consists of furnishing and installing and/or replacing pull box including the removal and/or modification of any interfering portions of existing pullbox, conduit, PCC, etc, per latest Caltrans Standards, City of Santa Ana Specifications and of the size indicated on the plans.

The unit price for each Pull Box shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No

additional compensation will be allowed therefore.

**Bid Item No. 14 to 19 – Furnish and Install Traffic Signal Loop Detector**

This work consists of furnishing and installing Caltrans Loop Detector including splice connections, curb termination conduit, fittings and sealant per latest Caltrans Standards, City of Santa Ana Specifications and of type indicated on the plans.

The unit price for each Traffic Signal Loop Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 20 – Furnish and Install Overhead Reflectorized Street Name Sign (RSNS)**

This work consists of furnishing and installing Overhead Reflectorized Street Name Sign (RSNS) including RSNS, sign frame & panel assembly, mounting assembly and fittings per latest Caltrans Standards, City of Santa Ana Specifications, City Standard Plans and of size and message indicated on the plans. The contractor is responsible for any modification to the mounting framework to ensure proper fit of the RSNS.

The unit price for each Overhead Reflectorized Street Name Sign (RSNS) Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 21 – Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)**

This work consists of installing City furnished Overhead Reflectorized Street Name Sign (RSNS). Contractor shall furnish all materials needed to install RSNS and shall include but not be limited to sign frame & panel assembly, mounting assembly and fittings per latest Caltrans Standards, City of Santa Ana Specifications, City Standard Plans and of size and message indicated on the plans. The contractor is responsible for any modification to the mounting framework to ensure proper fit of the RSNS.

The unit price for each Install City Furnished Overhead Reflectorized Street Name Sign (RSNS) Detector shall be considered full compensation for furnishing all labor, materials, tools, equipment, and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed therefore.

**Bid Item No. 22 to 24 – Furnish and Install Single Mode Fiber Optic Cable:**

This work consists of furnishing and installing Corning Cable Systems Single Mode Fiber Optic Cable including trace wire, labeling, reel testing, OTDR testing and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Specifications and of fiber strands indicated on the plans.

The unit price bid per linear foot of Single Mode Fiber Optic Cable shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals and no additional compensation will be allowed therefore.

**Bid Item No. 25 – Furnish and Install Fusion Splice 1 Strand of Single mode Fiber Optic (SMFO):**

This work consists of furnishing and installing Fusion Splice 1 Strand Single Mode Fiber Optic Cable including pigtails, connectors, labeling, and OTDR testing per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on the plans.

The unit price bid per each Fusion Splice 1 Strand Single Mode Fiber Optic Cable shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals as required and no additional compensation will be allowed therefore.

**Bid Item No. 26 – Furnish and Install Fiber Optic Splice Enclosure:**

This work consists of furnishing and installing a Corning Cable Systems Fiber Optic Splice Closure including splice trays, pigtails, connectors, per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on the plans.

The unit price bid per each Fiber Optic Splice Closure shall be considered full compensation for furnishing materials, labor, equipment, tools and incidentals and no additional compensation will be allowed therefore.

**Bid Items No. 27 – Pothole Pole Locations for Utility Conflicts:**

Payment for Pothole Pole Locations for Utility Conflicts shall be at contract unit price bid per each item listed in the Bid Proposal, and shall include full compensation for furnishing all materials, labor, equipment, tools, disposal of all removed materials, and incidentals as required and no additional compensation will be allowed therefore.

**Bid Items No. 28 – Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet:**

This work consists of furnishing and installing 3-M vinyl wrapping with Clean Slate Group graffiti resistant laminate, manufactured by Econolite. Vinyl wrap shall be installed onto existing cabinet in strict adherence to manufacturer recommendations and shall be free of air bubbles, wrinkles, and/or lifted sections, edges or corners. Vinyl graphics theme and layout shall be reviewed and approved by Engineer prior to printing and installing vinyl on cabinet.

The unit price for each 3-M Vinyl Wrap by Econolite shall be considered full compensation for furnishing all labor, materials, tools, equipment, traffic signal cabinet preparation and appurtenances for all related items of work necessary for the installation of the vinyl wrap. No additional compensation will be allowed therefore.

**Sample Task Order B - Street Light Items of Work**  
**(Assume all work within Paved areas)**

**Bid Item No. 1 – Furnish and Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation:**

This work consists of furnishing and installing Meter Service Pedestal including excavation, new concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and street light turn-on support per latest Caltrans Standards, City of Santa Ana Specifications and as indicated on plans.

Contractor shall furnish and install meter service pedestal, coordination with service provided Southern California Edison (SCE) and provide technical street light turn-on support.

The lump sum price bid to Furnish and Install Meter Service Pedestal shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 2 – Furnish and Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation:**

This work consists of furnishing and installing Double King Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126A, Specifications and as indicated on plans.

The unit price bid per each Double King Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 3 – Furnish and Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation:**

This work consists of furnishing and installing Single King Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126E, Specifications and as indicated on plans.

The unit price bid per each Single King Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 4 – Furnish and Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation:**

This work consists of furnishing and installing Ameron Street Light Pole including excavation, concrete foundation, conduit, concrete restoration, installing and re-connecting all field wiring, traffic control and traffic signal turn-on support per latest Caltrans Standards, City of Santa Ana Standard 1126H, Specifications and as indicated on plans.

The unit price bid per each Ameron Street Light Pole shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 5 to 8 – Furnish and Install #8, #10 and #12 AWG Wire (Copper) and #6 AWG Overhead Wire (Aluminum)**

This work consists of furnishing and installing AWG Wire Copper or Aluminum, including splice connections, curb termination conduit, fittings and sealant per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of type indicated on the plans.

The unit price bid per linear foot shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 9 to 10 – Furnish and Install PVC Schedule 40 Conduit:**

This work consists of furnishing and installing Polyvinylchloride (PVC) street lighting electrical conduit including pull tape, ground wire, fittings, duct seal and appurtenances complete and in place, per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of the size indicated on the plans.

The unit price bid per linear foot of PVC Schedule 40 Conduit shall include full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Bid Item No. 11 to 12 – Furnish and Install Pull Box:**

This work consists of furnishing and installing and/or replacing pull box including the removal and/or modification of any interfering portions of existing pullbox, conduit, PCC, etc, per latest Caltrans Standards, City of Santa Ana Standards, Specifications and of the size indicated on the plans.

The unit price for each Pull Box shall be considered full compensation for furnishing all labor, materials, tools, equipment, paving and appurtenances for all related items of work necessary for the installation. No additional compensation will be allowed.

**Sample Task Order C - Wheelchair Ramp Items of Work**

**Item No. 1 - Unclassified Excavation**

Payment for **Unclassified Excavation** shall be at the contract unit price per Cubic Yard listed in the Fee Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Payment for unclassified fill, if any, is considered as included in the unit price paid for unclassified excavation.

Payment for over-excavation shall be paid for at the unit price for unclassified excavation.

**Item No. 2 - PCC Sidewalk (T=4")**

The work under this item consists of grading, compacting subgrade, and constructing 4-inch thick PCC Sidewalk in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for this item shall be at the contract unit price bid per Square Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore. Payment for thickness (T=6") shall be paid 1.5 times the unit price.

**Item No. 3 - PCC Curb Ramp**

The work under this item consists of grading, compacting subgrade, and constructing 4-inch thick PCC Curb Ramp including detectable warning surface, curb & gutter in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curb, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications and contract document specification .

Payment for this item shall be at the contract unit price bid per Square Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 4 - PCC Curb & Gutter (A-2-8)**

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb & Gutter in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for this item shall be at the contract unit price bid per Linear Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.



**Item No. 5 - PCC Curb (B-1)**

The work under this item consists of grading, compacting subgrade, and constructing PCC Curb in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for this item shall be at the contract unit price bid per Linear Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 6 - PCC Spandrel**

The work under this item consists of grading, compacting subgrade, and constructing 9-inch thick PCC Spandrel in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for this item shall be at the contract unit price bid per Square Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 7 - PCC Cross Gutter**

The work under this item consists of grading, compacting subgrade, and constructing 9-inch thick PCC cross gutter in accordance with the provisions of Section 301-1, "Subgrade Preparation," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications, plans, and contract document specifications.

Payment for this item shall be at the contract unit price bid per Square Foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 8 - Furnish and Install 18" Deep Polyethylene Root Barrier**

Payment for this item shall be at the contract unit price bid per linear foot as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

**Item No. 9 - Root Shaving**

Payment for this item shall be at the contract unit price bid per Each as listed in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

## **EXHIBIT B**

City of Santa Ana  
ON-CALL CONSTRUCTION SERVICES FOR TRAFFIC SIGNALS,  
STREET LIGHTS, AND CONCRETE WHEEL CHAIR RAMPS  
Due Date: April 19, 2022



April 19, 2022

City of Santa Ana  
20 Civic Center Plaza, M-43  
Santa Ana, CA 92701

To Whom it May Concern:

Crosstown Electrical and Data Inc. ("Crosstown") is pleased to submit this proposal in response to the City of Santa Ana On-Call Construction Services for Traffic Signals, Street Lights and Concrete Wheel Chair Ramp Project, RFP No.: 21-095.

Crosstown Electrical and Data, Inc. is a Southern California based Electrical & General Contractor specializing in the Installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems, conduit installation, traffic signal installations, modifications, and maintenance. We were incorporated in 1998 as a C-Corporation and are in our twenty-fourth successful year providing these services.

Our corporate office is at 5454 Diaz Street in the City of Irwindale, California. We own an 11,000 SF building with offices, test laboratory, fabrication shop, and storage yard. Crosstown has a strong management team, with each member having at least twenty years of field experience, both in the technical and management areas for the installation of electrical, ITS and other complex systems.

Crosstown has developed an in-house team who is highly proficient in the implementation, installation, integration and maintenance of electrical and ITS Infrastructure, fiber optic, video, wireless, and data communications systems and have established themselves as premier integrators and installers of Traffic, Transportation, Rail, and Public Works related electrical infrastructure and systems in Southern California. Crosstown also has a strong construction division specializing in the installation of conduit, traffic signals, wire/cable, pedestrian equipment and complete intersections. We are licensed to contract for all types of electrical and general construction work (A and C-10 License Number 756309). For the Concrete portion of this project, we will be using a subcontractor who maintains a C-8 license. We are signatory with the local electrical unions (IBEW Locals 11, 440, 441, 477, and 952) and have the resources to gear up rapidly should a contract require such action. We also own all of our own bucket trucks, work trucks, bobcats, crane, boring rig, and traffic control equipment. Crosstown is a Corning Network Preferred Installer, which allows a 25-year LANscape Solutions extended warranty to end users. Crosstown also has a Traffic Signal Maintenance Division that currently employs professional IMSA certified traffic signal/street light electricians and an operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team which allows us to provide 24/7 support.

Crosstown currently has 138 employees and has averaged over 31 million dollars worth of work per year over the past 3 years. We are financially strong, bondable, and have an excellent relationship with our banking facility, American Business Bank. Crosstown agrees to provide its most recent audited financial statement upon the City's request. A bonding capacity letter has been included as an attachment to this RFP.

City of Santa Ana  
ON-CALL CONSTRUCTION SERVICES FOR TRAFFIC SIGNALS,  
STREET LIGHTS, AND CONCRETE WHEEL CHAIR RAMPS  
Due Date: April 19, 2022



**Crosstown has reviewed the Agreement, per Attachment 2, and finds the terms acceptable and will be willing and able to sign and comply with the Agreement when issued.**

**Per the specification, this proposal is valid for a period of 120 days after submission.**

Our firm is very confident that we can provide superior service and meet all of the requirements set forth in this request for proposals. Thank you for your time and consideration and we look forward to serving the city of Santa Ana.

Best Regards,

  
**Benjamin Heermance** – Chief Financial Officer  
5454 Diaz St.  
Irwindale, CA 91706  
Phone: (626) 813-6693  
[bheermance@crosstowndata.com](mailto:bheermance@crosstowndata.com)

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City of Santa Ana  
ON-CALL CONSTRUCTION SERVICES FOR TRAFFIC SIGNALS,  
STREET LIGHTS, AND CONCRETE WHEEL CHAIR RAMPS  
Due Date: April 19, 2022



#### COMPANY QUALIFICATIONS and TEAM EXPERIENCE

Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 24 years and we are proud to now offer a Traffic Signal Maintenance Division with the acquisition of the former Computer Services Company that has been continuously providing Traffic Signal Maintenance services over the past 40 years. Crosstown is 100% owned and operated by Mr. David Heermance. We currently have 138 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal.

Crosstown has excellent relationships with many cities throughout California and maintains multiple on-call traffic signal maintenance contracts. Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, which Expires 11/30/22. We are registered with the Department of Industrial Relations, DIR # 100000155.

The individuals that are able to sign for and bind the company include Crosstown's officers: David P. Heermance, President; Wendy Parker, Vice President; Andrea Heermance, Secretary; and Benjamin Heermance, Chief Financial Officer. Below is **Contact information for the Main Point of Contact for this project:**

<b>Company Name:</b>	Crosstown Electrical & Data, Inc.
<b>Legal Form of Company:</b>	Corporation
<b>License no.:</b>	756309
<b>Federal Employer ID #:</b>	22-3611877
<b>DIR #:</b>	1000000155
<b>Project Contact:</b>	David P. Heermance, President
<b>Telephone Number:</b>	(626) 813-6693
<b>Cell Phone:</b>	(626) 926-0031
<b>Email:</b>	<a href="mailto:dave@crosstowndata.com">dave@crosstowndata.com</a>
<b>Corporate Office:</b>	5454 Diaz Street Irwindale, CA. 91706 (626) 813-6693

## KEY PERSONNEL / QUALIFICATIONS

### A. Crosstown's Management Contacts and Key Staff

Crosstown will maintain adequate level of labor resources as required by the Scope of Work. The designated manager will have full involvement of the work effort. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

- i. **David Heermance, President - (50% availability)** Mr. Heermance is the President and CEO of Crosstown Electrical & Data, Inc. which has been providing Electrical and communication services since 1998. He holds a General Construction Class A license as well as an Electrical Class C-10 License and has led Crosstown to experience continual growth and success each year. Mr. Heermance brings over 40 years of overall experience in the installation, operation, maintenance and management of electronic equipment, communications, traffic signals and fiber optic systems to his team. He has in-depth knowledge and understanding of data communications, fiber optics, video, and their application to traffic signals and Intelligent Transportation Systems. Furthermore, Mr. Heermance has developed exceptional management skills in relation to construction and maintenance and ensures that each project is completed successfully and with a satisfied customer.
- ii. **Jerry Davis – (60% availability) Senior Traffic Signal Maintenance Operations Manager:** As Senior Operations Manager Jerry is also the Contact Compliant Manager for this contract. He is responsible for providing strong strategic leadership for the company by working with other management staff and ownership to establish long-range goals, strategies, plans and policies. As well as plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance, Jerry works closely with our entire team as well as our clients. He is responsible for the day-to-day direction, oversight and quality control of and delivery of service on this contract. Jerry has over 35 years of experience in traffic signal construction, maintenance and service operations, many of those years have been spent in high profile leadership roles. Jerry worked many of his years in this industry as an IBEW Union journeymen electrician, foreman, and general foremen and as a Project Engineer for Steiny & Co. Jerry came to CSC in early 2013 to oversee all aspects of the company's operations and now manages all Traffic Signal Maintenance operations at Crosstown. He is an active IMSA Member and holds his IMSA Work Zone Safety, Level I and Level II Traffic Signal Field Technician Certifications.
- iii. **Alex Zepeda – (40% availability) Superintendent: / NEC Certified / IMSA Field Electrician Level II:** Alex came to Crosstown in 2005 and has over 18 years of experience in communication integration work. He specializes in CCTV camera

installation and integration. Alex worked for CSC from 2001-2005 where he got his IMSA Field Electrician Level II. During this time he was a field electrician and has the background on Traffic Signal Cabinets as well as the maintenance of City intersections. Alex has experience in all types of wireless communication systems and integration and an excellent understanding of communication media such as copper and fiber technologies. He is a Certified Electrician and Fiber Optic Installer and has Certifications for Bridge Wave Wireless Technology and Comnet Ethernet and Communication also OSHA 10/30 Certification. Alex received his Associates Degree in 2002 from ITT in Science of Electronic Engineering. Alex is available for on-call or backup needs for an IMSA certified technician.

- iv. **Ricardo Avila – (30% availability) Construction Superintendent:** Mr. Avila is a State Certified Electrician and has been with Crosstown since 2009. He is extremely knowledgeable in all aspects of construction and electrical installations and has great leadership skills. He is OSHA certified, lead and asbestos certified and trench excavation safety trained. See attached resume for additional information.
- v. **James P. Nelson – (30% availability) Fiber Optic Superintendent:** Mr. Nelson is a certified fiber optics installer and OSHA 10/30 certified. He has been with Crosstown since 2011 and is responsible for managing our fiber optics division. See attached resume.
- vi. **Michael Linden- (30% availability) Maintenance Electrician / NEC Certified / IMSA Field Electrician Level III:** Michael has an Associate Degree in Electronics Technology and has his Level III IMSA Field certification. He has over 25 years of experience as a certified technician. Mr. Linden is also IMSA Work safety certified, has up to date training on Econolite controller and software, as well as McCain 2070 controller and software training, has taken Iteris VDS training courses and is Bucket truck certified. He began working in the traffic signal maintenance field in 1985 and has worked for the cities of Concord, CA and Everett, WA as well as for Gray Electric Company and Cal Signal Corp. for Traffic Signal Maintenance. Most recently before coming to us he had worked with the City of Long Beach, CA from Oct 2018 to Apr 2019 and the City of Burlingame, CA Apr 2010 to Oct 2018 as a traffic signal maintenance technician.
- vii. **Shea Grotke- (30% availability) Maintenance Technician / IMSA Field Technician Level II:** Shea has a Bachelors of Arts in Computer Science from Cal State San Bernardino. He has experience as a General Maintenance Supervisor of a Building Complex and working in General Construction for Shimmick. Shea joined Crosstown in March of 2020 and has his IMSA Work Zone Safety and Traffic Signal Level I certifications, and recently passed his level II test and will have his certification soon. Shea is also an IBEW Union Traffic signal Maintenance Technician, he is bucket truck certified, and trained in Iteris Video Detection systems, Gridsmart Video Detection systems, and Econolite Controller



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Programming. He has currently been providing Maintenance services in the cities of Laguna Hills, West Hollywood, Maywood and Los Alamitos.

#### **B. Subcontractors**

**See attachments for additional information for each subcontractor.**

**Smithson Electric, Inc. – Loop installation**

Chris Zell  
1938 E. Katella Avenue  
Orange, CA 92867  
[chris@smithsonelectric.com](mailto:chris@smithsonelectric.com)

**Pavement Rehab Company – Wheelchair Ramps/Roadwork**

Vivian Tran  
1181 Princess Ct.  
Costa Mesa, CA 92626  
[vivianT@paverehabco.com](mailto:vivianT@paverehabco.com)

### **CLIENT REFERENCES**

#### **A. List of Current Representative Projects and Contact information.**

Crosstown currently works with several cities for On-Call Traffic Signal Maintenance. Below are several cities that we currently have 24/7 Maintenance contracts with that we have reliably been able to respond to the agency's on-call and/or emergency needs within the past 5 years. Please see attached reference list for additional construction projects completed with similar work to the sample task orders as well as reference projects for our Concrete and Loop subcontractors.

**City of Downey (101 Intersections, Traffic Signal Maintenance & Emergency on Call Services)**

Edwin Norris, Deputy Director of Public Works  
11111 Brookshire Ave., Downey, CA 90241  
(562) 904-7110  
[enorris@downeyca.org](mailto:enorris@downeyca.org)

**City of San Dimas (36 Intersections, Traffic Signal Maintenance & Emergency on Call Services)**

Chase Buckelew, Public Works Maintenance Superintendent  
245 East Bonita Avenue, San Dimas, CA 91773  
(909) 394-6270  
[cbuckelew@ci.san-dimas.ca.us](mailto:cbuckelew@ci.san-dimas.ca.us)

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**City of Azusa** (47 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Robert Delgadillo P.E., Director of Public Works / City Engineer  
213 E. Foothill Boulevard, Azusa, CA 91702  
(626) 812-5248  
[rdelgadillo@azusaca.gov](mailto:rdelgadillo@azusaca.gov)

**City of Laguna Hills** (49 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Kenneth Rosenfield, Director of Public Works  
24035 El Toro Road, Laguna Hills, CA 92653  
(949) 707-2655  
[kronsenfield@ci.laguna-hills.ca.us](mailto:kronsenfield@ci.laguna-hills.ca.us)

**City of El Monte** (73 Intersection, Traffic Signal Emergency on Call Services)

Frank Drevdahl, Public Works Administrative Analyst  
3990 Arden Drive, El Monte, CA 91731  
[fdrevdahl@elmonteca.gov](mailto:fdrevdahl@elmonteca.gov)

**City of Monterey Park** (63 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Cesar Vega, Civil Engineer Associate  
320 W. Newmark Avenue, Monterey Park, CA 91754  
(626) 307-1320  
[cvega@montereypark.ca.gov](mailto:cvega@montereypark.ca.gov)

**City of Hemet** (41 Intersections, Traffic Signal Maintenance & Emergency on Call Services)

Matt Devore, Facilities Maintenance Technician  
3777 Industrial Avenue, Hemet, CA 92545  
(951) 765-3710  
[mdevore@cityofhemet.org](mailto:mdevore@cityofhemet.org)

## UNDERSTANDING OF THE SCOPE OF SERVICES

The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW). Crosstown complies with all applicable federal, state and local laws, codes, ordinances and regulations. Crosstown acknowledges the four main tasks set forth in this RFP and will provide an understanding of each task.

### General

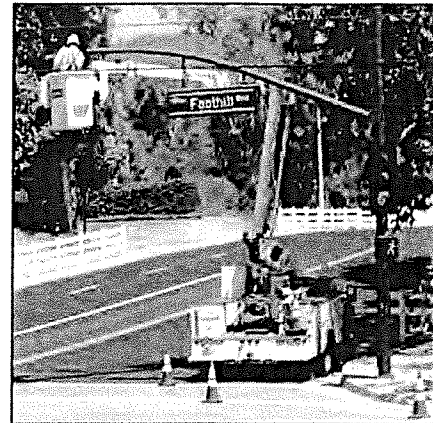
It is understood that the City of Santa Ana is seeking qualified construction companies to be on-call for Traffic Signals, Street Lights, and Concrete Wheel Chair Ramp work to assist the City to restore these items when necessary. It is understood that actual task order cost totals will be based on competitive basis cost proposals for the scope of work identified at the time of each task order.

Crosstown will have all required tools, materials, equipment, apparatus, facilities and skilled labor services available to perform all work necessary for this RFP. A hydraulic bucket truck capable of reaching a height of at least 28 feet above ground will be available.

Crosstown will provide all vehicles and traffic control necessary by our crews and vehicles will be equipped with permanently mounted warning strobe lights, traffic cones, construction warning signs. Traffic control/lane closures will conform to the California Manual on Uniform Traffic Control Devices.

Crosstown will maintain a valid Class A and Class C-10 contractor license. Contractor license No. 756309 which expires on 11/30/22. We will also apply for and maintain a current City of Santa Ana Business license throughout the duration of the agreement. Crosstown will pay prevailing wages pursuant to Labor Code section 1771 and is registered with the Department of Industrial Relations, DIR #1000000155. Crosstown will be using a subcontractor, Pavement Rehab, which will maintain a C-8 License. Crosstown will also use a loop subcontractor, Smithson Electrical, Inc, which maintains a C-10 license.

It is understood that Crosstown will provide and maintain on-call services twenty-four (24) hours, seven (7) days per week and will be ready to respond in the event of an emergency. Service calls will be responded within one hour. Crosstown's repair crews will arrive at the job site within 8 hours of approval from the city to begin work. We will have available all required tools, equipment, apparatus, and materials to perform all work necessary to perform traffic signal, street light or concrete work as needed and required per task order.



City of Santa Ana  
ON-CALL CONSTRUCTION SERVICES FOR TRAFFIC SIGNALS,  
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Crosstown will maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This telephone number shall be made available to all persons designated by the City.

Crosstown understands that needs may be different per task order and Crosstown will approach each task order in an individualized manner to provide the best service possible to the City of Santa Ana. Once the work is identified, a detailed quote will be prepared to inform the City of any possible costs. Once the task order is approved, Crosstown will assign the work to an appropriate Superintendent. Crosstown can perform all Traffic Signal and Street Light work, conduit work, Fiber and communication with its own forces. If the need arises for loops or concrete work Crosstown will subcontract work to the listed subcontractors and /or city approved subcontractors as needed.

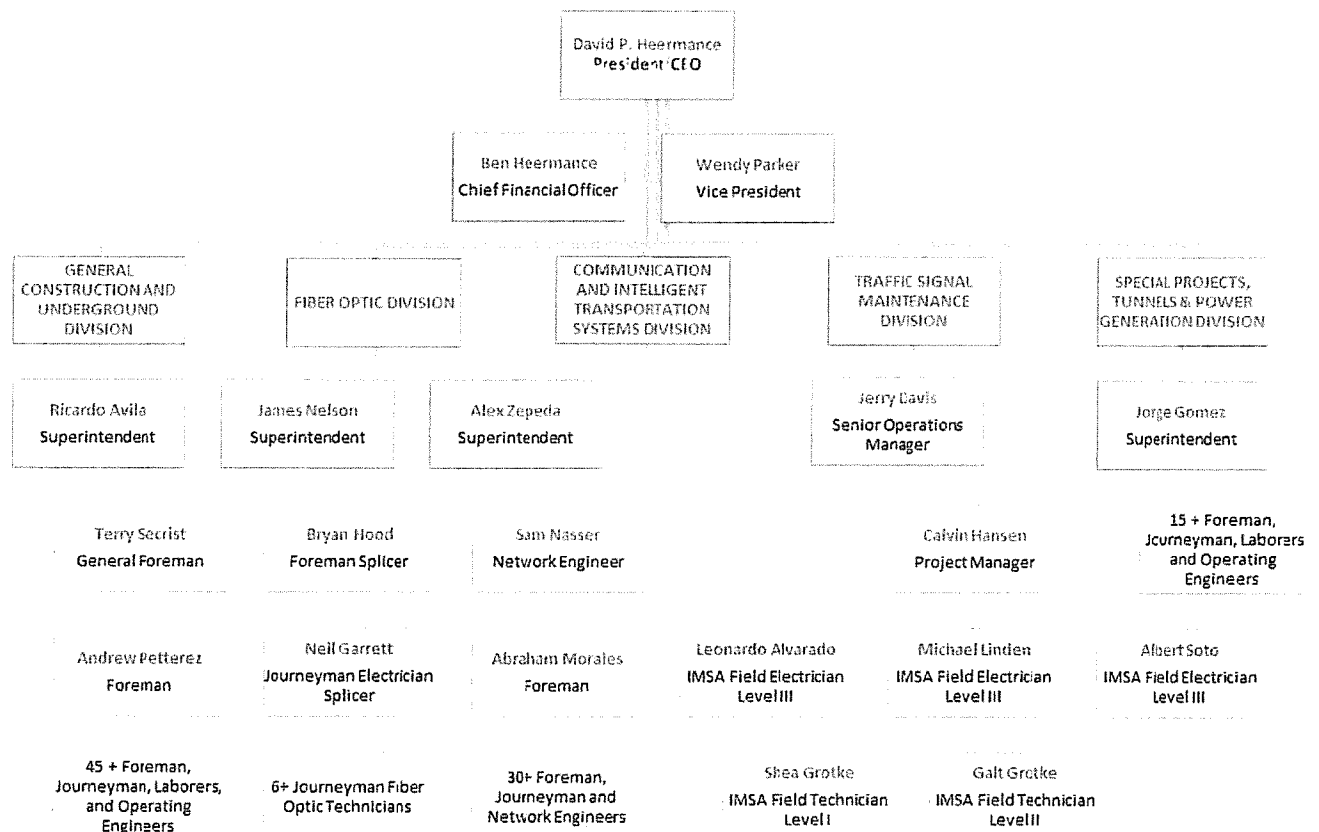
Crosstown will have all material approved by the city, procure all material and provide the labor and equipment to complete the job in a timely manner and with the satisfaction of the City.

In regards to the sample task orders provided with this RFP, Crosstown is very comfortable with the work required in these tasks and has the resources and crews available to complete the stated work upon approval.

City of Santa Ana  
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Company Organizational Chart



City of Santa Ana  
ON-CALL CONSTRUCTION SERVICES FOR TRAFFIC SIGNALS,  
STREET LIGHTS, AND CONCRETE WHEEL CHAIR RAMPS  
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## FINANCIAL STATEMENT

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. Crosstown has a 3 year average of over 30 million dollars in revenue. Crosstown is pleased provide a copy of our reviewed financial statements upon request.

## REFERENCES

See attached documentation for additional reference information for Crosstown as well as our subcontractors.

## ATTACHMENTS

- Attachments 3-1 to 3-12
- Resumes
- Subcontractor Information
- Bonding Capacity Letter



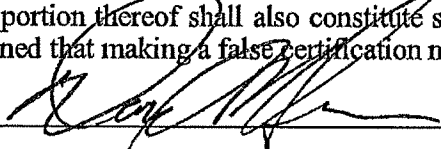
**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

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 LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 19 day of APRIL, 2022, by DAVID P. HEERMANCE, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(SEE ATTACHED)  
 Notary Public Signature

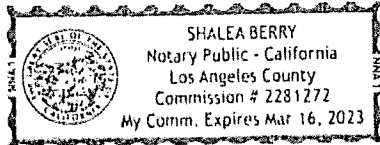
Notary Public Seal

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

Subscribed and sworn to (or affirmed) before me on this 19th  
day of April, 2022, by David Heermance

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



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Shalea Berry', written over a horizontal line.



**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

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

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

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

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

Firm CROSSTOWN ELECTRICAL & DATA, INC.

Signed and Printed Name:  DAVID P. HEERMANCE

Title PRESIDENT

Date APRIL 18, 2022

<p style="text-align: center;"><b>Appendix</b> <b>ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION</b> <b>CERTIFICATIONS</b></p>
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The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

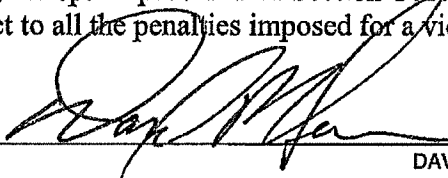
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to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

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



DAVID P. HEERMANCE

Title:

PRESIDENT

Firm:

CROSSTOWN ELECTRICAL & DATA, INC.

Date:

APRIL 18, 2022

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

CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT

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

Contractor's Name: CROSSTOWN ELECTRICAL & DATA, INC.

Business Address: 5454 DIAZ STREET, IRWINDALE, CA 91706

Business E-Mail Address: DAVE@CROSSTOWNDATA.COM

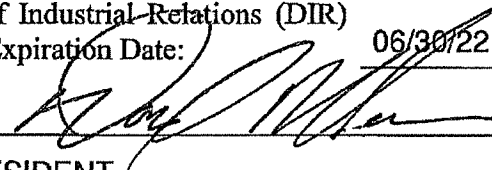
Telephone: (626) 813-6693

State Contractor's License No. and Class: 756309 , CLASS A & C-10

License Expiration Date: 11/30/22

State Dept. of Industrial Relations (DIR)  
Registration No.: 1000000155

State Dept. of Industrial Relations (DIR)  
Registration Expiration Date: 06/30/22

Signed: 

Title: PRESIDENT

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

**PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT**

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

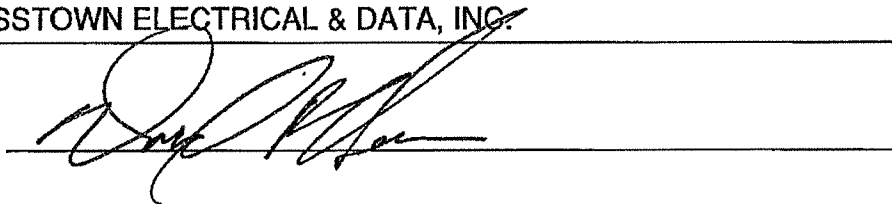
City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested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

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

The undersigned certifies that the foregoing is true and correct.

Name of Firm CROSSTOWN ELECTRICAL & DATA, INC.

Signature of  
CONTRACTOR



Title PRESIDENT  
(if an individual, so state)

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

**OWNERSHIP AFFIDAVIT**

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

**DAVID P. HEERMANCE** \_\_\_\_\_, 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: CROSSTOWN ELECTRICAL & DATA, INC.

a corporation which is making the foregoing proposal:

☐ JOINT VENTURE

That he is of:

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

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

  
Signature of CONTRACTOR

Subscribed and sworn to before me this 19 day of APRIL 2022

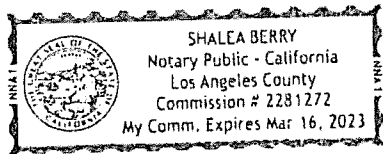
\_\_\_\_\_  
Signature of officer Administering Oath (Notary Public)

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

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th  
day of April, 2022, by David Heermance

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



(Seal)

Signature

Shalea Berry

## Appendix

### ATTACHMENT 3-7: LIST OF SUB-CONTRACTORS

#### LIST OF SUB-CONTRACTORS

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

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

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

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

Name SMITHSON, ELECTRIC INC  
 License #/Exp. 614518, 3/31/23  
 DIR Reg. #/Exp. 1000001610, 6/30/22  
 Location 1938 E. KATELLA AVE, ORANGE CA 92867  
 Phone 714-997-9556  
 Type Of Work LOOP INSTALLATION  
 Amount \$ 55,850.00

Name PAVEMENT REHAB COMPANY  
 License #/Exp. 1061374, EXP 3/31/23  
 DIR Reg. #/Exp. 1000064823, EXP 6/30/23  
 Location 1181 PRINCESS CT, COSTA MESA, CA 92626  
 Phone 714-238-1444  
 Type Of Work WHEELCHAIR RAMPS/ROADWORK  
 Amount \$ 307,500.00

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

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

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

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

  
 Signature of CONTRACTOR



## Appendix

### ATTACHMENT 3-8: REFERENCES

#### REFERENCES

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

1. CITY OF SANTA CLARITA; 23920 VALENCIA BLVD., SANTA CLARITA, CA 91355  
 Name and Address of Owner.  
CESAR ROMO - (661) 286-4000  
 Name and Telephone Number of person familiar with project.  

<u>\$2,638,893.06</u>	<u>FIBER/PULL BOXES/CONTROLLERS</u>	<u>05/2021</u>
Contract Amount	Type of Work	Date Completed
  
2. CITY OF SAN DIMAS; 245 E. BONITA AVE., SAN DIMAS, CA 91773  
 Name and Address of owner.  
STEVEN BARRAGAN - (909) 394-6247  
 Name and Telephone Number of person familiar with project.  

<u>\$ 942,938.00</u>	<u>FIBER/COMMUNICATION/TRAFFIC SIGNAL MODIFICATION</u>	<u>04/2021</u>
Contract Amount	Type of Work	Date Completed
  
3. CITY OF LOS ANGELES; 200 NORTH SPRING STREET, LOS ANGELES, CA 90012  
 Name and Address of owner.  
SHANE SMITH - (310) 345-1229  
 Name and Telephone Number of person familiar with project.  

<u>\$4,722,233.00</u>	<u>TRAFFIC SIGNAL MODIFICATION</u>	<u>04/2020</u>
Contract Amount	Type of Work	Date Completed

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND; 777 SOUTH FIGUEROA ST, SUITE 3900, LOS ANGELES, CA 90017; (213) 270-0845

BROKER - COMMERCIAL SURETY BOND AGENCY; 411 N. BATAVIA ST., SUITE 201, ORANGE, CA; (714) 516-1232

INSURANCE - MCRAE ASSOCIATES INSURANCE SERVICES, 1265 N. MANASSERO ST, SUITE 303, ANAHEIM, CA 92807; (714) 779-6999

## Appendix ATTACHMENT 3-8: REFERENCES

## PAVEMENT REHAB REFERENCES:

REFERENCES. (CONTINUED)

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the SUBCONTRACTOR has performed similar work in the past five years.

1. CITY OF SAN BERNARDINO - 290 NORTH D STREET, SAN BERNARDINO CA 92401  


---

Name and Address of Owner.  
DONNA FUENTES (SB INSPECTOR) 909-384-5140; GEORGE FONVILLE (MATICH PM) 909-228-1656  


---

Name and Telephone Number of person familiar with project.		
\$1,155,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	DECEMBER 2020
<hr/> Contract Amount	<hr/> Type of Work	<hr/> Date Completed
  
2. COUNTY OF RIVERSIDE - 4060 COUNTY CIRCLE DR, RIVERSIDE, CA 92503  


---

Name and Address of owner.  
ANDREW POTTER (RIVCO ENG TECH) 951-850-6068; BRYAN BOUDREAUX (PAVEMENT COATING) 714-713-7981  


---

Name and Telephone Number of person familiar with project.		
\$344,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	OCTOBER 2020
<hr/> Contract Amount	<hr/> Type of Work	<hr/> Date Completed
  
3. CITY OF UPLAND - 1370 NORTH BENSON AVE, UPLAND, CA 91786  


---

Name and Address of owner.  
DAVID RODRIGUEZ (UPLAND INSPECTOR) 909-376-2490;  


---

Name and Telephone Number of person familiar with project.  

\$290,000	CONCRETE IMPROVEMENTS AT VARIOUS LOCATIONS	APRIL 2022
<hr/> Contract Amount	<hr/> Type of Work	<hr/> Date Completed

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

Surety Company  
HARCO NATIONAL INSURANCE COMPANY  
2400 EAST KATELLA AVE. SUITE 250, ANAHEIM, CA 92806

---

Surety Brokerage  
TURNER SURETY AND INSURANCE BROKERAGE  
6 HUTTON CENTRE DRIVE, STE 1020, SANTA ANA, CA 92707  
SURETY 714-602-9170  
AGENT 714-955-4029

---

**Appendix**  
**ATTACHMENT 3-8: REFERENCES**

SMITHSON ELECTRIC, INC.

REFERENCES. (CONTINUED)

The following are the names, addresses, and telephone numbers for THREE public agencies for which the SUBCONTRACTOR has performed similar work in the past five years.

1. City of Orange  
 Name and Address of Owner,  
Jimmy Rocha, City of Orange, (714) 981-9567  
 Name and Telephone Number of person familiar with project,  
\$20,000.00                      Installation of traffic loop detectors                      ANNUAL  
 Contract Amount                      Type of Work                      Date Completed
  
2. City of Riverside  
 Name and Address of owner,  
Steve Howard, City of Riverside, (951) 712-3904  
 Name and Telephone Number of person familiar with project,  
\$25,000.00                      Installation of traffic loop detectors                      ANNUAL  
 Contract Amount                      Type of Work                      Date Completed
  
3. City of Los Angeles  
 Name and Address of owner,  
William Flinn, City of Los Angeles, (213) 332-1650  
 Name and Telephone Number of person familiar with project,  
\$3,210,000.00                      Installation of traffic loop detectors                      ONGOING  
 Contract Amount                      Type of Work                      Date Completed

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

HUB International Insurance Services Inc.  
 \_\_\_\_\_  
 Contact: Gail Schrenk, Commercial Account Manager  
 \_\_\_\_\_  
3390 University Ave, Suite 300  
Riverside, CA 92501  
 \_\_\_\_\_  
(951) 779-8763  
Gail.Schrenk@hubinternational.com  
 \_\_\_\_\_

**Appendix**  
**ATTACHMENT 3-9: STATEMENT REGARDING APPRENTICESHIP**  
**REQUIREMENTS**

**STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS**

The undersigned CONTRACTOR is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

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

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

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

PRESIDENT

CROSSTOWN ELECTRICAL & DATA, INC.

APRIL 18, 2022

**Appendix**  
**ATTACHMENT 3-10: STATEMENT REGARDING "ANTI-KICKBACK"**  
**REQUIREMENTS**

STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

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

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

PRESIDENT

Firm: \_\_\_\_\_

CROSSTOWN ELECTRICAL &amp; DATA, INC.

Date: \_\_\_\_\_

APRIL 18, 2022

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No   X  

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

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

**STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS**

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

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

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

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

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

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



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

PRESIDENT

Firm: \_\_\_\_\_

CROSSTOWN ELECTRICAL & DATA, INC.

Date: \_\_\_\_\_

APRIL 18, 2022



## ALEX ZEPEDA

SUPERINTENDENT

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax • Alex@crosstowndata.com

### EDUCATION

ITT Technical Institute, Science of Electronic Engineering, Associates Degree, 2002

Electrical Training Institute, IBEW/NECA, Apprenticeship Training

### CERTIFICATIONS

- Bridge Wave Wireless Technology Certification
- Certified Electrician and Fiber Optic Installer
- Comnet Ethernet and Communication Certification, 2017
- OSHA 10/30 Certification

### WORK HISTORY

Crosstown Electrical & Data – General Foreman

4/2005 – Current

- Supervise multiple crews for fiber optic, CCTV and communication installation projects
- Coordinate construction schedules with general contractors and owners
- Procure material for projects as required.
- Manage project budgets, track Time and Material Work and ensure projects come in on time and within budgets.
- Perform Integration and installation of switches, encoders, Video Detection Systems
- Traffic CCTV installation, testing and troubleshooting
- Building Traffic Operation Centers, installation of video monitors, and various communication equipment and cabling.
- Utilize expertise in communication and intelligent transportation systems to train others.

CSC – Traffic Signal Technician

5/2001 – 4/2005

- Maintain and troubleshoot traffic signal and communication systems

### PROFESSIONAL EXPERIENCE

Mr. Zepeda has over eighteen years of experience in communication and integration work. He specializes in CCTV camera installation and integration and is an IMSA Level 2 traffic signal technician. He has experience in all types of wireless communication systems and integration and has an excellent understanding of communications media such as copper and fiber technologies. Mr. Zepeda has worked on and managed hundreds of communication projects and excels at bringing projects in on time and with satisfied customers.

### REFERENCE PROJECTS

- City of Glendale, Traffic Signal and ITS Improvement Project – Install CCTV cameras, Ethernet switches and TMC equipment
- City of Los Angeles Harbor Gateway ATSAC – Furnish/Install CCTV communications Equipment
- City of Anaheim, Katella Ave, State College Blvd and Orangewood ITS Master Plan – Furnish and install CCTV, Video Detection, and perform implementation of ITS field elements.
- RCTC Tolled Express Lanes SR-91 project, Install Gantry equipment to include cameras, antennas, laser and audit cameras.
- SR-91 Corridor Improvement Project – Systems Integration and Implementation with Cofiroute, Oversaw the installation of all communication equipment to include Cisco network switches, CCTV and all system integration and testing.





**JAMES P. NELSON**  
**SUPERINTENDENT**

5454 Diaz St., Irwindale, CA 91706  
626-813-6693 • 626-869-0192 Fax

**EDUCATION**

Monrovia High School, Monrovia, CA, High School Diploma, 1992

**CERTIFICATIONS**

- Certified Fiber Optics Installer (FOI124993)
- Certified Fiber Optics Technician Outside Plant (FOSP126651)
- OSHA 30 Certified
- OSHA 10 Certified

**WORK HISTORY**

**Crosstown Electrical & Data – Fiber Splicer**

2011-Current

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the testing of fiber optic cable using OTDR and Power Meters/Light Source
- Responsible for analyzing the OTDR and power meter results.

**Lincoln Pacific Builders – Fiber Splicer and Electronics Integration**

2009-2011

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the testing of fiber optic cable using OTDR and Power Meters/Light Source
- Responsible for the installation and integration of all video and data equipment modems, transceivers, CCTV and VDS cameras

**Corban Electric & Data, Inc. – Field Supervisor**

2008-2009

- Managed all personnel in the field responsible for fusion splicing
- Responsible for take-offs and ordering of job materials
- Verified and approved all employee time cards

**Dynalectric – Fiber Splicer and Electronics Integration**

2005-2008

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the termination and testing of fiber optic cables using OTDR and power meter.
- Responsible for the installation and integration of all video and data equipment modems, Transceivers, CCTV and VDS cameras

**REFERENCE PROJECTS:**

- City of Glendale, Traffic Signal and ITS Improvement Project – Furnish/install fiber distribution units and splice closures and perform splicing, termination and testing of fiber optic cable.
- City of Oxnard, Intelligent Transportation System Project – Perform splicing, termination and testing of 144 SM, 96 SM, 48 SM, 24 SM and 6 SM fiber installed on the project.
- City of Fullerton, Brea Blvd., Commonwealth Ave, Lemon St., Anaheim Blvd – Perform splicing, termination and testing of fiber cable.



## **RICARDO AVILA**

### **SUPERINTENDENT**

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax • Ricardo.Avila@crosstowndata.com

### **EDUCATION**

Electrical Training Institute, State Certified Electrician, 2013

Los Angeles Trade Technical College, Electrical Construction and Maintenance Certificate

### **CERTIFICATIONS**

- OSHA 10/30 Certified
- Lead and Asbestos Certified
- Trench Excavation Safety Trained

### **WORK HISTORY**

**Crosstown Electrical & Data, Inc. – Superintendent**

**2009 – Current**

- Supervise multiple crews for construction and electrical installations from start to finish.
- Procure material for projects as required.
- Communicate with Owners and General Contractors to meet project goals and deadlines.
- Manage project budgets and perform tracking of all Time & Material work.
- Utilize an in-depth knowledge of various construction plans, products and supplies to maximize project effectiveness and profitability.
- Strive for all projects to come in on time and within budget at completion.
- Coordinate construction schedules with general contractors.
- Utilize expertise in the installation of conduit, pull boxes, fiber optic cable, copper cable, wire, traffic signals, cabinets and various other skills to perform field work and to train others.

### **RECENT REFERENCE PROJECTS:**

- OCTA Adams Ave RTSSP Project (Huntington Beach)
- OCTA Newport Ave/Blvd Corridor TSSP (City of Tustin & County of Orange)
- OCTA Bristol Street RTSSP (Newport, Costa Mesa & Santa Ana)
- OCTA Chapman Corridor TSSP (Garden Grove, City of Orange, & County of Orange)
- Caltrans Contract 07A3661-C – Electrical System Restoration to As-Build Condition in Ventura County.
- Caltrans Contract 07A3662-B – Electrical System Restoration to As-Build Condition in Los Angeles County.
- Caltrans 07-293804 – Modify Communication System at Route 110/405 separation to Imperial
- Caltrans 07-308604 – Upgrade ramp metering systems



## **RICARDO AVILA**

### **SUPERINTENDENT**

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax • Ricardo.Avila@crosstowndata.com

### **EDUCATION**

Electrical Training Institute, State Certified Electrician, 2013

Los Angeles Trade Technical College, Electrical Construction and Maintenance Certificate

### **CERTIFICATIONS**

- OSHA 10/30 Certified
- Lead and Asbestos Certified
- Trench Excavation Safety Trained

### **WORK HISTORY**

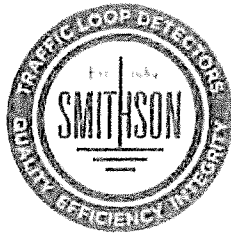
**Crosstown Electrical & Data, Inc. – Superintendent**

**2009 – Current**

- Supervise multiple crews for construction and electrical installations from start to finish.
- Procure material for projects as required.
- Communicate with Owners and General Contractors to meet project goals and deadlines.
- Manage project budgets and perform tracking of all Time & Material work.
- Utilize an in-depth knowledge of various construction plans, products and supplies to maximize project effectiveness and profitability.
- Strive for all projects to come in on time and within budget at completion.
- Coordinate construction schedules with general contractors.
- Utilize expertise in the installation of conduit, pull boxes, fiber optic cable, copper cable, wire, traffic signals, cabinets and various other skills to perform field work and to train others.

### **RECENT REFERENCE PROJECTS:**

- OCTA Adams Ave RTSSP Project (Huntington Beach)
- OCTA Newport Ave/Blvd Corridor TSSP (City of Tustin & County of Orange)
- OCTA Bristol Street RTSSP (Newport, Costa Mesa & Santa Ana)
- OCTA Chapman Corridor TSSP (Garden Grove, City of Orange, & County of Orange)
- Caltrans Contract 07A3661-C – Electrical System Restoration to As-Build Condition in Ventura County.
- Caltrans Contract 07A3662-B – Electrical System Restoration to As-Build Condition in Los Angeles County.
- Caltrans 07-293804 – Modify Communication System at Route 110/405 separation to Imperial
- Caltrans 07-308604 – Upgrade ramp metering systems



SMITHSON ELECTRIC, INC.  
1938 E KATELLA AVENUE  
ORANGE, CA 92667-5109  
(714) 997-9556 • (714) 997-9559  
State Lic. No. 614518 • DIR Reg. No. 1000001610

Smithson Electric, Inc. has been a leader in the traffic loop detector industry in Southern California for over 30 years.

Smithson Electric, Inc. is the maintenance/on-call loop contractor for several cities and municipalities.

Superintendent/General Foreman, Allan Alvaro, started with Smithson Electric, Inc. in 1991. He began as a Laborer and moved over to become an Electrician approximately three years later. Allan is a certified electrician with the State of California (#E155470G) and has been running jobs for Smithson Electric, Inc. for over 25 years. Additionally, he is OSHA-30 certified. Allan is a wealth of knowledge in regards to the traffic loop detector industry. He is consistently sought out by coworkers, customers (including inspectors) to answer questions and offer suggestions and insight.

Smithson Electric, Inc. take great pride in our employees, services provided and our reputation in the industry.

Sincerely,

Patrick T. Smithson, President

4-19-2022

Date



### **Corporate/Company Profile**

Carter Enterprises Group Inc dba Pavement Rehab Company was incorporated in 2018.

Pavement Rehab Company maintains a C-12 license (Earthwork and Paving) and a C-8 license (Concrete). We have divisions specializing in concrete, asphalt maintenance and crack seal. We work predominately in the Inland Empire, Los Angeles County and Orange County areas.

Pavement Rehab Company maintains a staff with extensive experience performing maintenance projects throughout Southern California.

The Pavement Rehab Company office is located at 1181 Princess Ct, Costa Mesa, CA 92626. Phone (714) 238-1444.

Robert Steen- President and Operations Manager.

Kalisie Liavaa- C-8 License holder- 10 years of Public Works contracting.

Tim Fitzpatrick- Chief Estimator - 10 years of Public Works contracting.

Josh Nava- Project Manager/Estimator- 5 years of Public Works contracting.

Vivian Tran- Project Manager/Estimator- 5 years of Public Works contracting.

Joe Pinedo- Concrete Superintendent- 30 years experience in Public Works contracting.

Roberto De La Cruz- Paving Foreman.- 20 years experience in Public Works contracting.

Kaitlin Fitzpatrick- Certified Payroll.

We look forward to working together soon. If you have any questions or requests, please contact Tim Fitzpatrick (714) 397-0733.

Thank you,

Robert Steen- President  
Pavement Rehab Company

**PAVEMENT REHAB COMPANY**

1181 Princess Ct, Costa Mesa, CA 92626 – Corporate Headquarters: (714) 238-1444 - FAX: (714) 333-4844



Zurich North America Surety  
Los Angeles Branch  
777 S. Figueroa Street, Suite 3900  
Los Angeles, California 90017

Phone 213 270-0715  
Fax 213 270-0845

April 14, 2022

Ruben Castaneda  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

Re: Crosstown Electrical & Data, Inc.

On-Call Construction Services for Traffic Signals, Street Lights, and Concrete Wheel Chair Ramps -  
RFP No. 21-095

To Whom It May Concern,

Crosstown Electrical & Data, Inc. is a valued surety client of Fidelity and Deposit Company of Maryland and has asked us to write to you regarding their bond capacity. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as \$35,000,000.00 within an aggregate program of \$100,000,000.00.


Our investigation of Crosstown Electrical & Data, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.


We assure you that based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Crosstown Electrical & Data, Inc.

Fidelity and Deposit Company of Maryland is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A+ (Superior) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Crosstown Electrical & Data, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
Dwight Reilly  
Attorney-in-Fact

A member of the  Zurich Financial Services Group

## 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 )

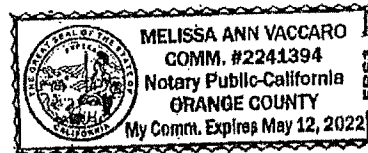
On 04/14/2022 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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



**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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Ben WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R.NAPPI of Orange, California**, 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.

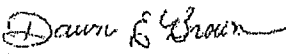
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 08th day of April, A.D. 2022.



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

  
By: **Robert D. Murray**  
Vice President

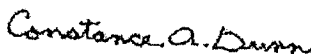
  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 08th day of April, A.D. 2022, 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



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of April, 2022.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## **EXHIBIT C**

Original

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**QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)**

For the purposes of providing a Fee Schedule based on the below Sample Task Orders, the following work items and quantities are provided. The Fee Schedule in Attachment 5:

Each Fee Schedule shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) would be completed for the purpose of review of the proposals. For example, if a Contractor is submitting for Traffic Signal and Concrete Paving – Wheel Chair Ramp, Sample Task Orders A and C would be completed as part of the Fee Schedule by filling in of the last two columns for the relevant sample task orders by category. However, actual work will be paid for as described in Section I.A. “Nature of Work,” and according to the schedule of hourly billing rates. Sample Task Orders for Traffic Signal, Street Light and Concrete Paving - Wheel Chair Ramp in public right-of-way related work are, respectively:

<b><u>Sample Task Order A – Traffic Signal</u></b> <b><u>(Assume all work within Paved areas)</u></b>					
Item	Description	Qty	Unit	Unit Price	Total
1	Install City Furnished Type 332 Cabinet on New Foundation (2-4 phases)	1	EA	\$ 14,225.00	\$ 14,225.00
2	Install City Furnished Type 332 Cabinet on Existing Foundation (2-4 phases)	1	EA	\$ 4,175.00	\$ 4,175.00
3	Install City Furnished Type 332 Cabinet on New Foundation (4-8 phases)	1	EA	\$ 15,225.00	\$ 15,225.00
4	Install City Furnished Type 332 Cabinet on Existing Foundation (4-8 phases)	1	EA	\$ 5,175.00	\$ 5,175.00
5	Furnish & Install Type 1A Pole on New Foundation	1	EA	\$ 13,835.00	\$ 13,835.00
6	Furnish & Install Type 1A Pole on Existing Foundation	1	EA	\$ 4,855.00	\$ 4,855.00
7	Furnish & Install Type 15TS Pole on New Foundation	1	EA	\$ 18,280.00	\$ 18,280.00
8	Furnish & Install Type 15TS Pole on Existing Foundation	1	EA	\$ 9,450.00	\$ 9,450.00
9	Furnish & Install 2" Conduit	75	LF	\$ 150.00	\$ 11,250.00
10	Furnish & Install 3" Conduit	100	LF	\$ 150.00	\$ 15,000.00
11	Furnish & Install 4" Conduit	300	LF	\$ 125.00	\$ 37,500.00
12	Furnish & Install No. 6 Pull Box	10	EA	\$ 2,350.00	\$ 23,500.00
13	Furnish & Install No. 6E Pull Box	2	EA	\$ 3,275.00	\$ 6,550.00
14	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	10	EA	\$ 665.00	\$ 6,650.00
15	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	10	EA	\$ 700.00	\$ 7,000.00
16	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	20	EA	\$ 525.00	\$ 10,500.00
17	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	20	EA	\$ 555.00	\$ 11,100.00
18	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	60	EA	\$ 525.00	\$ 31,500.00
19	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	60	EA	\$ 555.00	\$ 33,300.00

RE-ADVERTISEMENT

20	Furnish & Install Overhead Reflectorized Street Name Sign (RSNS)	4	EA	\$ 1,050.00	\$ 4,200.00
21	Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)	4	EA	\$ 450.00	\$ 1,800.00
22	Furnish & Install 12 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	\$ 3.15	\$ 945.00
23	Furnish & Install 24 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	\$ 4.75	\$ 1,425.00
24	Furnish & Install 144 Strand Single Mode Fiber Optic (SMFO) Cable	1000	LF	\$ 6.30	\$ 6,300.00
25	Furnish & Fusion Splice 1 Stand SMFO	48	EA	\$ 42.00	\$ 2,016.00
26	Furnish & Fiber Optic Splice Enclosure	2	EA	\$ 800.00	\$ 4,000.00
27	Pothole Pole Locations for Utility Conflicts	5	EA	\$ 1,630.00	\$ 8,150.00
28	Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet	5	EA	\$ 2,090.00	\$ 10,450.00

**Sample Task Order B – Street Lighting**  
(Assume all work within Paved areas)

Item	Description	Qty	Unit	Unit Price	Total
1	Furnish & Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation	1	EA	\$ 11,875.00	\$ 11,875.00
2	Furnish & Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation	1	EA	\$ 20,830.00	\$ 20,830.00
3	Furnish & Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation	1	EA	\$ 15,260.00	\$ 15,260.00
4	Furnish & Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation	1	EA	\$ 9,865.00	\$ 9,865.00
5	Furnish & Install #8 AWG Wire (Copper)	100	LF	\$ 2.00	\$ 200.00
6	Furnish & Install #10 AWG Wire (Copper)	100	LF	\$ 1.50	\$ 150.00
7	Furnish & Install #12 AWG Wire (Copper)	100	LF	\$ 1.50	\$ 150.00
8	Furnish & Install #6 AWG Overhead Wire (Aluminum)	100	LF	\$ 10.00	\$ 1,000.00
9	Furnish & Install 2" Conduit PVC Schedule 40	100	LF	\$ 125.00	\$ 12,500.00
10	Furnish & Install 3" Conduit PVC Schedule 40	100	LF	\$ 145.00	\$ 14,500.00
11	Furnish & Install No. 3 Pull Box	4	EA	\$ 2,080.00	\$ 8,320.00
12	Furnish & Install No. 5 Pull Box	1	EA	\$ 2,875.00	\$ 2,875.00

**Sample Task Order C – Concrete Paving - Wheel Chair Ramps**

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$ 61.00	\$ 33,550.00
2	PCC Sidewalk (T=4")	2,500	SF	\$ 17.25	\$ 43,125.00
3	PCC Curb Ramp	3,000	SF	\$ 51.00	\$ 153,000.00
4	PCC Curb and Gutter (C.O.S.A. Std. Plan 1101, Type A-2-8)	100	LF	\$ 106.00	\$ 10,600.00
5	PCC Curb (C.O.S.A. Std. Plan 1101, Type B-1)	100	LF	\$ 100.00	\$ 10,000.00
6	PCC Spandrel (C.O.S.A. Std. Plan 1109)	500	SF	\$ 55.00	\$ 27,500.00

7	PCC Cross Gutter (C.O.S.A. Std. Plan 1109)	500	SF	\$ 67.00	\$ 33,500.00
8	18" Deep Polyethylene Root Barrier (C.O.S.A. Std. Plan 1124 & 1124B)	50	LF	\$ 333.00	\$ 16,650.00
9	Root Shaving (C.O.S.A. Std. Plan 1124A)	6	EA	\$ 2,200.00	\$ 13,320.00

### **SURETY BOND**

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety "Payment" and "Performance" bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the "Greenbook," surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City's Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, the cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City's Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana.

### **CONTRACTOR RESPONSIBILITIES**

Contractor must be able to respond to City's request for emergency repair work on a timely and urgent manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within one hour. Contractor's repair crews must be able to arrive at job site within 8 hours of approval from City to commence work.** Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits (unless waived by the City) required for the performance of the work required by this contract, including but not limited to a California Class (A or C-10) Contractor's license and a City of Santa Ana Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
  - a. A City of Santa Ana business license.
  - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
  - c. A Contractors license (with appropriate classification).
  - d. Proof of Worker's Compensation Insurance.

2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City.
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

### **SUBCONTRACTORS**

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

### **PAYMENT AND INVOICING:**

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

### **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 any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed
- Electronic files for title sheets and sheet borders, if needed

### **DEFINITION OF ITEMS (SAMPLE TASK ORDERS A (TRAFFIC SIGNAL), B (STREET LIGHT), C (CONCRETE PAVING - WHEELCHAIR RAMPS)):**

*The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer.*

*All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefore.*

**SANTA ANA ON CALL CONSTRUCTION SERVICES**  
**"Schedule of Hourly Billing Rates"**

**CONTRACTOR NAME:** Crosstown Electrical & Data, Inc.

**RATES VALID THROUGH:** 5/1/2022

**LABOR:**

Classification	Standard Time	Overtime	Doubletime
General Foreman	\$ 150.00	\$ 205.00	\$ 260.00
Foreman	\$ 139.00	\$ 188.00	\$ 237.00
Journeyman Electrician	\$ 130.00	\$ 172.00	\$ 215.00
Journeman Splicer	\$ 133.00	\$ 178.00	\$ 222.00
85% Apprentice	\$ 115.00	\$ 152.00	\$ 189.00
Operator	\$ 127.00	\$ 167.00	\$ 157.00
Laborer Group III	\$ 99.00	\$ 133.00	\$ 168.00
Laborer Group V	\$ 102.00	\$ 138.00	\$ 174.00

**EQUIPMENT:**

<b>***SEE ATTACHED CURRENT RATE BREAKDOWN***</b>
ALL RATES TO BE PER CURRENT CALTRANS EQUIPMENT RATE GUIDE. PLEASE NOTE ONE VEHICLE HOUR TO BE ADDED TO EACH LABOR HOUR WORKED, EXAMPLE: JOURNEYMAN ELECTRICIAN 1 HOUR @ \$130 PLUS 1 HOUR WORK TRUCK @ \$37.19 = \$167.19 PER HOUR

**MATERIAL:**

COST PLUS SALES TAX AND 15% MARK-UP

EFFECTIVE 04-01-22 THRU  
03-31-23

CROSSTOWN ELECTRICAL DATA, INC.  
CALTRANS EQUIPMENT RATES  
2022

		Equipment Description	Caltrans Description			Caltrans Rate	
			Class	Make	Code		
\$25.30		Pick Up Truck F250 & F150	TRUCK	T & TT	00 06	\$25.30	
\$37.19		Work Truck F350 & F450	TRUCK	T & TT	12 20	\$37.19	
\$39.41		Work Truck F550	TRUCK	T & TT	20 28	\$39.41	
\$51.07		2 Axle Dump Truck	TRUON	TRUN	2 AXL	\$51.07	
\$67.69		3 Axle Dump Truck	TRUON	TRUN	3 AXL	\$67.69	
\$41.68	\$37.19	Utility Work Truck	TRUCK	T & TT	12 20	\$37.19	
	\$4.17	Generator	ELGEN	GEN	003 008	\$4.17	
	\$0.32	Threader (Ridged 300)	ELTOL	TOOL	045 060	\$0.32	
\$50.48	\$39.41	Mason Truck F550	TRUCK	T & TT	20 28	\$39.41	
	\$11.07	Generator	ELGEN	GEN	003 008	\$4.17	
		Rotohammer	ELTOL	TOOL	045 060	\$0.32	
		Cordless Combo Kit	ELTOL	ATOL	045 060	\$0.32	
		Water Tank	TANKM	WATR	000 599	\$0.40	
		Concrete Mixer	CONMX	SORP	11-16	\$5.86	
		Expendable bits, blades, discs, wheels, etc. paid by separate invoice.					
\$45.08	\$39.41	Work Truck F550	TRUCK	T & TT	20 28	\$39.41	
	\$5.67	Generator	ELGEN	GEN	003 008	\$4.17	
		Threader (Rigid 300)	ELTOL	TOOL	045 060	\$0.32	
		Portable Threader (Rigid 700)	ELTOL	TOOL	080 100	\$0.54	
		Drill Motor (Hole Hawg)	ELTOL	TOOL	045 060	\$0.32	
		Cordless Combo Kit	ELTOL	ATOL	045 060	\$0.32	
		Expendable bits, blades, discs, wheels, etc. paid by separate invoice.					
\$25.10		Compressor	AIRCP	PORT	016 025	\$20.80	
		Air Hose	Price Included with Compressor				
		Chlpping Gun	AIRTO	ATOL	10 20	\$0.50	
		Clayspade	AIRTO	ATOL	40 60	\$1.14	
		Jack Hammer	AIRTO	ATOL	60	\$1.61	
		Tamper	AIRTO	ATOL	30 40	\$1.05	
		Expendable drill steel, bits and breakers points paid by separate invoice					
\$46.04	\$28.65	Splice Van F250 & F150	TRUCK	T & TT	06 12	\$28.65	
	\$17.39	Fusion Splicer	TEST	FUJI	FSM60	\$8.38	
		Cleaver	Price included with Fusion Splicer				
		OTDR	TEST	AFTL	M200K	\$4.73	
		Test Equipment, Power Meter	TEST	CRNG	M400R	\$4.03	
		Electrical Gen.,Inverter, DC Converter	ELGEN	CCEP	CV573	\$0.25	
\$138.67		Dump Truck	TRUON	TRUN	3AXL	\$67.69	
		Trailer (2 axle)	TRAIL	LB-A	100	\$15.67	
		John Deer 410G Backhoe	LDRRT	DEER	2508G	\$55.31	
\$112.71		Dump Truck	TRUON	TRUN	3 AXL	\$67.69	
		Trailer (2 axle)	TRAIL	LB-A	100	\$15.67	
		Bobcat	TRACS	<50	C	\$29.35	
\$36.08		Mini Excavator	HCECL	VLVO	EC35C	\$31.49	
		12' Tilt Trailer	TRAIT	TB-2	08-10	\$4.59	
\$30.93		Mini Skid Steer	TRACS	D-W	SK755	\$25.38	
		12' Tilt Trailer	TRAIT	TB-2	08-10	\$4.59	
		Auger Attachment	AUGAC	AUGF	24X5	\$0.75	
		Trench Attachment	TRACS	LOWE	X21	\$0.96	



EFFECTIVE 04-01-22 THRU  
03-31-23

CROSSTOWN ELECTRICAL DATA, INC.  
CALTRANS EQUIPMENT RATES  
2022

	Equipment Description	Caltrans Description			Caltrans Rate
		Class	Make	Code	
\$117.05	Crane	TRUON	TRUN	3 AXL	\$67.69
	National 20 TON 90'	HCETG	B-E	1300	\$49.36
\$155.09	Ditch Witch Directional Bore Machine	AUGHZ	D-W	JT20XP	\$70.45
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Trailer (2 axle)	TRAIL	LB-A	100	\$15.67
	10 wheel flatbed	TRUON	TRUN	3AXL	\$67.69
\$74.44	Directional Bore Support Truck	TRUCK	T & TT	20 28	\$39.41
	Generator	ELGEN	GEN	003 008	\$4.17
	Threader (Rigid 300)	ELTOL	TOOL	045 060	\$0.32
	Vacuum Trailer	VACDB	D-W	FX30-5	\$30.54
\$36.17	Vacuum, Debris	VACDB	D-W	FX30-5	\$30.54
	Pressure Washer	WATBM	HOTS	245	\$4.15
	Trailer	TRAIT	TB-2	04 06	\$1.48
\$128.39	Vacuum Truck	VACJT	VACT	810	\$128.39
\$77.89	Bucket Truck	TRUCK	T & TT	20 28	\$39.41
	Hydraulic Lift	HYLFT	BOOM	25-49	\$38.23
	Electrical Gen., Inverter, DC Converter	ELGEN	CCEP	CV573	\$0.25
\$13.74	Winches, F/O Cable Puller	WINCH	ARCO	TM2000	\$13.74
	Trailer	Price Included with cable puller			
\$25.35	Asphalt Roller	ROVIB	WACK	7850	\$20.76
	12' Tilt Trailer	TRAIT	TB-2	08-10	\$4.59
\$3.48	Arrowboard - TM	TRAFA	FLAS	TM	\$3.48
\$0.94	Arrowboard - RM	TRAFA	FLAS	RM	\$0.94
\$10.66	CMS Sign Solar	TRAFA	CMSN	SOL1	\$10.66
\$0.52	Barricade w/Flasher (Day)	TRAFC	1BAR	A1	\$0.52
\$0.27	Barricade w/out Flasher (Day)	TRAFC	1BAR	A2	\$0.27
\$16.27	Traffic Cone 28" (per 100) (Day)	TRAFC	2TC	B100	\$16.27
\$25.10	Traffic Cone - Refl (per 100) (Day)	TRAFC	2TC	D100	\$25.10
\$6.53	Illuminated Sign (Day)	TRAFC	4SIG	12V	\$6.53
\$6.67	Flashing Beacon (Day)	TRAFC	5BEA	12V	\$6.67
\$3.01	Flagtree (Sign, Stand & 3 Flags) (Day)	TRAFC	6FSS	EACH	\$3.01
\$5.86	Concrete Mixer	CONMX	SORP	11-16	\$5.86
\$3.41	Hand held Concrete Saw	SAWCO	ABOP	0-10	\$3.41
\$7.67	Concrete Saw (walk behind)	SAWCO	ABOP	10-20	\$7.67
\$18.00	Blade Sawkerf	SAWCO	ABSK	100'/IN	\$18.00
\$0.18	Blade Sawkerf	SAWCO	ABSK	LF-INDE	\$0.18
\$1.13	Concrete Vibrator	CONVB	CVIB	EVHD	\$1.13
\$2.89	Water Dolly	TRAIW	WATR	500WYL	\$2.89
\$2.10	Dump Trailer	TRAIU	DUMP	10KH	\$2.10
\$4.07	Compactors, Pan, Handguided	COMHG	COMP	0-250	\$4.07
\$9.89	Compactors, Handguided	COMHG	COMP	250	\$9.89
\$10.11	Hammer, Demolition Breaker	HAMMR	STAN	1160	\$10.11
\$4.25	Tractors, Attachment, 18" Planer	TRACS	BCAT	P18	\$4.25
\$0.51	Tractors, Attachment, 60" Sweeper	TRACS	BCAT	S60	\$0.51
\$0.39	Welder	WELD	FDR	LN-25	\$0.39

**SANTA ANA ON CALL CONSTRUCTION SERVICES**  
**"Schedule of Hourly Billing Rates"**

**SUBCONTRACTOR NAME:** SMITHSON ELECTRIC, INC.

**RATES VALID THROUGH:** 12/31/2022

**LABOR:**

Classification	Standard Time	Overtime	Doubletime
Electrician - Foreman	\$107.41	\$146.15	\$184.90
Electrician - Journeyman	\$98.73	\$133.14	\$167.55
Laborer - Group 4	\$73.10	\$97.35	\$121.59
Laborer - Group 1	\$69.89	\$92.54	\$115.18

**EQUIPMENT:**

Equipment Description	UM	Rate
F-550 Truck	HR	\$ 39.41
F-550 Truck	HR	\$ 39.41
F-550 Truck	HR	\$ 39.41
Vacuum/Water Trk	HR	\$ 60.39
Trailer	HR	\$ 15.67
Concrete Saw	HR	\$ 21.27
Concrete Saw	HR	\$ 21.27
Hotmelt Machine	HR	\$ 21.27
Air Compressor	HR	\$ 19.16
Arrowboard	HR	\$ 3.48
Arrowboard	HR	\$ 3.48

**MATERIAL:**

**COST PLUS SALES TAX AND \_\_\_\_\_% MARK-UP**

- |                     |                 |                   |
|---------------------|-----------------|-------------------|
| 1. Hot Melt Sealant | \$0.81 per lb   | 30 lbs per loop   |
| 2. Type 2 Loop Wire | \$0.23 per foot | 20-30 ft per loop |

# **PAVEMENT REHAB COMPANY**

## **Labor and Equipment Rates**

Effective: 4/19/2022

### **LABOR RATES**

<b><u>Classification</u></b>	<b><u>Standard Time</u></b>	<b><u>Time and a Half</u></b>	<b><u>Double Time</u></b>
Superintendent	\$220.00	\$330.00	\$440.00
Foreman	\$190.00	\$285.00	\$380.00
Grade Checker	\$145.00	\$217.50	\$290.00
Labor/Raker	\$135.00	\$202.50	\$270.00
Finisher/mason	\$135.00	\$202.50	\$270.00
BG Operator	\$145.00	\$217.50	\$290.00
Operator	\$145.00	\$217.50	\$290.00
Screedman	\$145.00	\$217.50	\$290.00
Rollerman	\$145.00	\$217.50	\$290.00

### **EQUIPMENT RATES**

<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>	<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>	<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>
Paving Machine (10')	\$300.00	Skip Loader	\$265.00	Truck - Super 10	\$195.00
Paving Machine (7-8')	\$260.00	Skip Combo	\$295.00	Truck - 10 Wheel	\$190.00
Bobtail	\$240.00	Blade 12G	\$265.00	Truck - Semi	\$200.00
Bobtail w/Breaker	\$270.00	Blade 140G	\$275.00	Truck -High Side	\$225.00
Bobtail w/Sweeper	\$255.00	Backhoe	\$275.00	Tack Truck	\$235.00
Bobtail w/Grinder	\$635.00	Backhoe w/Breaker	\$345.00	Tack Wagon	\$115.00
AC Grinder (4')	\$805.00	950 Loader	\$300.00	Conc Form Truck	\$110 + Mat.
AC Grinder (6'-8')	\$1,035.00	966 Loader	\$355.00	Crew Truck	\$115.00
Water Truck	\$210.00				
Roller (5-8 tn)	\$155.00	Street Sweeper	\$240.00	Concrete Saw	\$260.00
Roller (3-5 tn)	\$135.00	Arrow Board	\$115.00	Core Machine	\$260.00
				Berm Machine	\$150.00
Mobilization	2 HRs/Equipment - Min. one Way				

### **Note:**

- 1) Rates include Supervision, Overhead & Profit.
- 2) Price is valid for 1 year from submission date.
- 3) Labor rates are billed with 4 or 8 hour clauses.
- 4) Equip. & Labor moved for specifically for extra work to be billed with 8 hour min.

**QUANTITIES FOR FEE SCHEDULE (UNDER SEPARATE COVER)**

For the purposes of providing a Fee Schedule based on the below Sample Task Orders, the following work items and quantities are provided. The Fee Schedule in Attachment 5:

Each Fee Schedule shall include a schedule of the hourly billing rates for ALL contractor and subcontractor staff and labor personnel. Additionally, for each discipline that a company seeks to be considered, the below table(s) would be completed for the purpose of review of the proposals. For example, if a Contractor is submitting for Traffic Signal and Concrete Paving – Wheel Chair Ramp, Sample Task Orders A and C would be completed as part of the Fee Schedule by filling in of the last two columns for the relevant sample task orders by category. However, actual work will be paid for as described in Section I.A. “Nature of Work,” and according to the schedule of hourly billing rates. Sample Task Orders for Traffic Signal, Street Light and Concrete Paving - Wheel Chair Ramp in public right-of-way related work are, respectively:

<b>Sample Task Order A – Traffic Signal (Assume all work within Paved areas)</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Install City Furnished Type 332 Cabinet on New Foundation (2-4 phases)	1	EA	\$ 14,225.00	\$ 14,225.00
2	Install City Furnished Type 332 Cabinet on Existing Foundation (2-4 phases)	1	EA	\$ 4,175.00	\$ 4,175.00
3	Install City Furnished Type 332 Cabinet on New Foundation (4-8 phases)	1	EA	\$ 15,225.00	\$ 15,225.00
4	Install City Furnished Type 332 Cabinet on Existing Foundation (4-8 phases)	1	EA	\$ 5,175.00	\$ 5,175.00
5	Furnish & Install Type 1A Pole on New Foundation	1	EA	\$ 13,835.00	\$ 13,835.00
6	Furnish & Install Type 1A Pole on Existing Foundation	1	EA	\$ 4,855.00	\$ 4,855.00
7	Furnish & Install Type 15TS Pole on New Foundation	1	EA	\$ 18,280.00	\$ 18,280.00
8	Furnish & Install Type 15TS Pole on Existing Foundation	1	EA	\$ 9,450.00	\$ 9,450.00
9	Furnish & Install 2" Conduit	75	LF	\$ 150.00	\$ 11,250.00
10	Furnish & Install 3" Conduit	100	LF	\$ 150.00	\$ 15,000.00
11	Furnish & Install 4" Conduit	300	LF	\$ 125.00	\$ 37,500.00
12	Furnish & Install No. 6 Pull Box	10	EA	\$ 2,350.00	\$ 23,500.00
13	Furnish & Install No. 6E Pull Box	2	EA	\$ 3,275.00	\$ 6,550.00
14	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	10	EA	\$ 665.00	\$ 6,650.00
15	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	10	EA	\$ 700.00	\$ 7,000.00
16	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	20	EA	\$ 525.00	\$ 10,500.00
17	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	20	EA	\$ 555.00	\$ 11,100.00
18	Furnish & Install Traffic Signal Loop Detector (Type E Loop)	60	EA	\$ 525.00	\$ 31,500.00
19	Furnish & Install Bicycle Loop Detector (Circular Type D Loop)	60	EA	\$ 555.00	\$ 33,300.00

RE-ADVERTISEMENT

20	Furnish & Install Overhead Reflectorized Street Name Sign (RSNS)	4	EA	\$ 1,050.00	\$ 4,200.00
21	Install City Furnished Overhead Reflectorized Street Name Sign (RSNS)	4	EA	\$ 450.00	\$ 1,800.00
22	Furnish & Install 12 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	\$ 3.15	\$ 945.00
23	Furnish & Install 24 Strand Single Mode Fiber Optic (SMFO) Cable	300	LF	\$ 4.75	\$ 1,425.00
24	Furnish & Install 144 Strand Single Mode Fiber Optic (SMFO) Cable	1000	LF	\$ 6.30	\$ 6,300.00
25	Furnish & Fusion Splice 1 Stand SMFO	48	EA	\$ 42.00	\$ 2,016.00
26	Furnish & Fiber Optic Splice Enclosure	2	EA	\$ 800.00	\$ 4,000.00
27	Pothole Pole Locations for Utility Conflicts	5	EA	\$ 1,630.00	\$ 8,150.00
28	Furnish and Install 3-M Vinyl Wrap by Econolite for Type 332 Cabinet	5	EA	\$ 2,090.00	\$ 10,450.00

**Sample Task Order B – Street Lighting**  
**(Assume all work within Paved areas)**

Item	Description	Qty	Unit	Unit Price	Total
1	Furnish & Install Meter Service Pedestal per C.O.S.A. Std. Plan on New Foundation	1	EA	\$ 11,875.00	\$ 11,875.00
2	Furnish & Install Double King Street Light Pole per C.O.S.A. Std. 1126A on New Foundation	1	EA	\$ 20,830.00	\$ 20,830.00
3	Furnish & Install Single King Street Light Pole per C.O.S.A. Std. 1126E on New Foundation	1	EA	\$ 15,260.00	\$ 15,260.00
4	Furnish & Install Ameron Street Light Pole per C.O.S.A. Std. 1126H on New Foundation	1	EA	\$ 9,865.00	\$ 9,865.00
5	Furnish & Install #8 AWG Wire (Copper)	100	LF	\$ 2.00	\$ 200.00
6	Furnish & Install #10 AWG Wire (Copper)	100	LF	\$ 1.50	\$ 150.00
7	Furnish & Install #12 AWG Wire (Copper)	100	LF	\$ 1.50	\$ 150.00
8	Furnish & Install #6 AWG Overhead Wire (Aluminum)	100	LF	\$ 10.00	\$ 1,000.00
9	Furnish & Install 2" Conduit PVC Schedule 40	100	LF	\$ 125.00	\$ 12,500.00
10	Furnish & Install 3" Conduit PVC Schedule 40	100	LF	\$ 145.00	\$ 14,500.00
11	Furnish & Install No. 3 Pull Box	4	EA	\$ 2,080.00	\$ 8,320.00
12	Furnish & Install No. 5 Pull Box	1	EA	\$ 2,875.00	\$ 2,875.00

**Sample Task Order C – Concrete Paving - Wheel Chair Ramps**

Item	Description	Qty	Unit	Unit Price	Total
1	Unclassified Excavation	550	CY	\$ 61.00	\$ 33,550.00
2	PCC Sidewalk (T=4")	2,500	SF	\$ 17.25	\$ 43,125.00
3	PCC Curb Ramp	3,000	SF	\$ 51.00	\$153,000.00
4	PCC Curb and Gutter (C.O.S.A. Std. Plan 1101, Type A-2-8)	100	LF	\$ 106.00	\$ 10,600.00
5	PCC Curb (C.O.S.A. Std. Plan 1101, Type B-1)	100	LF	\$ 100.00	\$ 10,000.00
6	PCC Spandrel (C.O.S.A. Std. Plan 1109)	500	SF	\$ 55.00	\$ 27,500.00

## RE-ADVERTISEMENT

7	PCC Cross Gutter (C.O.S.A. Std. Plan 1109)	500	SF	\$ 67.00	\$ 33,500.00
8	18" Deep Polyethylene Root Barrier (C.O.S.A. Std. Plan 1124 & 1124B)	50	LF	\$ 333.00	\$ 16,650.00
9	Root Shaving (C.O.S.A. Std. Plan 1124A)	6	EA	\$ 2,200.00	\$ 13,320.00

### **SURETY BOND**

For each Task Order Issued by Public Works Agency, the City **may or may not** require the Contractor to provide cash deposit or surety **"Payment"** and **"Performance"** bond. Depending upon the size, nature and risk of the work, the City may use the amounts specified by the "Greenbook," surface drainage or street improvement plan measurements, or the approved itemized cost for each On-call or Emergency Task Order to calculate bond amounts, if any. Task Order work shall be per the City's Standard Plans, As-Built Plans, or other direction from the Public Works Agency. If required for a Task Order, the cash deposit or the surety bonds shall guarantee the construction of all necessary improvements for the Task Order, **however, Bid Bonds were not required at the time of the submittal of RFP Proposal.** For Task Orders, the City also reserves the right to retain 10% of progress pay amounts for the one-year warranty work. If so, the cash deposit shall be released approximately 135 days after all related permits and/or other approvals required are signed off by the City's Construction Inspector, and the passage of any lien periods. In the event the work is not completed within one year of the date that a street work permit or Task Order is signed, applicant agrees that the City may apply the cash deposit to the cost of completing the work and such work may be completed at the sole convenience of the City of Santa Ana.

### **CONTRACTOR RESPONSIBILITIES**

Contractor must be able to respond to City's request for emergency repair work on a timely and urgent manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within one hour. Contractor's repair crews must be able to arrive at job site within 8 hours of approval from City to commence work.** Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

The Contractor shall, prior to award of contract and without additional expense to the City, possess all licenses and permits (unless waived by the City) required for the performance of the work required by this contract, including but not limited to a California Class (A or C-10) Contractor's license and a City of Santa Ana Business License.

1. Street work shall be required to be performed by a licensed contractor for any and all the work in the public right of way. The contractor must provide the following prior to initiating Task Order work.
  - a. A City of Santa Ana business license.
  - b. A Certificate of Insurance of general liability containing requirements as set forth by the City Attorney and per the Standard Agreement.
  - c. A Contractors license (with appropriate classification).
  - d. Proof of Worker's Compensation Insurance.

2. Provide BMPs and/or erosion control plans for planned Task Order work unless directed otherwise by the City.
3. If required, the Contractor shall submit, for review and approval, a surface drainage/grading/erosion control plan, prepared by a registered civil engineer, showing the direction and means of flow within the street.

#### **SUBCONTRACTORS**

Any Subcontractors intended to be used, shall be listed in the proposal. Any additional subcontractors that may become necessary, shall require approval by the City prior to start of any assigned work. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

#### **PAYMENT AND INVOICING:**

Selected Contractor shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

#### **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 any assigned Task Orders
- All plan check coordination within the City
- Construction administration
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards), if needed
- Electronic files for title sheets and sheet borders, if needed

#### **DEFINITION OF ITEMS (SAMPLE TASK ORDERS A (TRAFFIC SIGNAL), B (STREET LIGHT), C (CONCRETE PAVING - WHEELCHAIR RAMPS)):**

*The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer.*

*All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefore.*

**SANTA ANA ON CALL CONSTRUCTION SERVICES**  
**"Schedule of Hourly Billing Rates"**

**CONTRACTOR NAME:** Crosstown Electrical & Data, Inc.

**RATES VALID THROUGH:** 5/1/2022

**LABOR:**

Classification	Standard Time	Overtime	Doubletime
General Foreman	\$ 150.00	\$ 205.00	\$ 260.00
Foreman	\$ 139.00	\$ 188.00	\$ 237.00
Journeyman Electrician	\$ 130.00	\$ 172.00	\$ 215.00
Journeman Splicer	\$ 133.00	\$ 178.00	\$ 222.00
85% Apprentice	\$ 115.00	\$ 152.00	\$ 189.00
Operator	\$ 127.00	\$ 167.00	\$ 157.00
Laborer Group III	\$ 99.00	\$ 133.00	\$ 168.00
Laborer Group V	\$ 102.00	\$ 138.00	\$ 174.00

**EQUIPMENT:**

<b>***SEE ATTACHED CURRENT RATE BREAKDOWN***</b>
ALL RATES TO BE PER CURRENT CALTRANS EQUIPMENT RATE GUIDE. PLEASE NOTE ONE VEHICLE HOUR TO BE ADDED TO EACH LABOR HOUR WORKED, EXAMPLE: JOUNEYMAN ELECTRICAN 1 HOUR @ \$130 PLUS 1 HOUR WORK TRUCK @ \$37.19 = \$167.19 PER HOUIR

**MATERIAL:**

COST PLUS SALES TAX AND 15% MARK-UP



EFFECTIVE 04-01-22 THRU  
03-31-23

CROSTOWN ELECTRICAL DATA, INC.  
CALTRANS EQUIPMENT RATES  
2022

		Equipment Description	Caltrans Description			Caltrans Rate	
			Class	Make	Code		
\$25.30		Pick Up Truck F250 & F150	TRUCK	T & TT	00 06	\$25.30	
\$37.19		Work Truck F350 & F450	TRUCK	T & TT	12 20	\$37.19	
\$39.41		Work Truck F550	TRUCK	T & TT	20 28	\$39.41	
\$51.07		2 Axle Dump Truck	TRUON	TRUN	2 AXL	\$51.07	
\$67.69		3 Axle Dump Truck	TRUON	TRUN	3 AXL	\$67.69	
\$41.68	\$37.19	Utility Work Truck	TRUCK	T & TT	12 20	\$37.19	
	\$4.17	Generator	ELGEN	GEN	003 008	\$4.17	
	\$0.32	Threader (Ridged 300)	ELTOL	TOOL	045 060	\$0.32	
\$50.48	\$39.41	Mason Truck F550	TRUCK	T & TT	20 28	\$39.41	
	\$11.07	Generator	ELGEN	GEN	003 008	\$4.17	
		Rotohammer	ELTOL	TOOL	045 060	\$0.32	
		Cordless Combo Kit	ELTOL	ATOL	045 060	\$0.32	
		Water Tank	TANKM	WATR	000 599	\$0.40	
		Concrete Mixer	CONMX	SORP	11-16	\$5.86	
		Expendable bits, blades, discs, wheels, etc. paid by separate Invoice.					
\$45.08	\$39.41	Work Truck F550	TRUCK	T & TT	20 28	\$39.41	
	\$5.67	Generator	ELGEN	GEN	003 008	\$4.17	
		Threader (Rigid 300)	ELTOL	TOOL	045 060	\$0.32	
		Portable Threader (Rigid 700)	ELTOL	TOOL	080 100	\$0.54	
		Drill Motor (Hole Hawg)	ELTOL	TOOL	045 060	\$0.32	
		Cordless Combo Kit	ELTOL	ATOL	045 060	\$0.32	
		Expendable blts, blades, discs, wheels, etc. paid by separate Invoice.					
\$25.10	Compressor		AIRCP	PORT	016 025	\$20.80	
	Air Hose		Price included with Compressor				
	Chipping Gun		AIRTO	ATOL	10 20	\$0.50	
	Clayspade		AIRTO	ATOL	40 60	\$1.14	
	Jack Hammer		AIRTO	ATOL	60	\$1.61	
	Tamper		AIRTO	ATOL	30 40	\$1.05	
	Expendable drill steel, bits and breakers points paid by separate Invoice						
\$46.04	\$28.65	Splice Van F250 & F150	TRUCK	T & TT	06 12	\$28.65	
	\$17.39	Fusion Splicer	TEST	FUJI	FSM60	\$8.38	
		Cleaver		Price included with Fusion Splicer			
		OTDR		TEST	AFTL	M200K	\$4.73
		Test Equipment, Power Meter		TEST	CRNG	M400R	\$4.03
		Electrical Gen.,Inverter, DC Converter		ELGEN	CCEP	CV573	\$0.25
\$138.67	Dump Truck		TRUON	TRUN	3AXL	\$67.69	
	Trailer (2 axle)		TRAIL	LB-A	100	\$15.67	
	John Deer 410G Backhoe		LDRRT	DEER	2508G	\$55.31	
\$112.71	Dump Truck		TRUON	TRUN	3 AXL	\$67.69	
	Trailer (2 axle)		TRAIL	LB-A	100	\$15.67	
	Bobcat		TRACS	<50	C	\$29.35	
\$36.08	Mini Excavator		HCECL	VLVO	EC35C	\$31.49	
	12' Tilt Trailer		TRAIT	TB-2	08-10	\$4.59	
\$30.93	Mini Skid Steer		TRAC5	D-W	SK755	\$25.38	
	12' Tilt Trailer		TRAIT	TB-2	08-10	\$4.59	
	Auger Attachment		AUGAC	AUGF	24X5	\$0.75	
	Trench Attachment		TRACS	LOWE	X21	\$0.96	

EFFECTIVE 04-01-22 THRU  
03-31-23

CROSSTOWN ELECTRICAL DATA, INC.  
CALTRANS EQUIPMENT RATES  
2022

	Equipment Description	Caltrans Description			Caltrans Rate
		Class	Make	Code	
\$117.05	Crane	TRUON	TRUN	3 AXL	\$67.69
	Natlional 20 TON 90'	HCETG	B-E	1300	\$49.36
\$155.09	Ditch Witch Directional Bore Machine	AUGHZ	D-W	JT20XP	\$70.45
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Horizontal Bore Rods (50')	AUGHZ	VERM	40AR50	\$0.32
	Trailer (2 axle)	TRAIL	LB-A	100	\$15.67
	10 wheel flatbed	TRUON	TRUN	3AXL	\$67.69
\$74.44	Directional Bore Support Truck	TRUCK	T & TT	20 28	\$39.41
	Generator	ELGEN	GEN	003 008	\$4.17
	Threader (Rigid 300)	ELTOL	TOOL	045 060	\$0.32
	Vacuum Trailer	VACDB	D-W	FX30-5	\$30.54
\$36.17	Vacuum, Debris	VACDB	D-W	FX30-5	\$30.54
	Pressure Washer	WATBM	HOTS	245	\$4.15
	Trailer	TRAIT	TB-2	04 06	\$1.48
\$128.39	Vacuum Truck	VACIT	VACT	810	\$128.39
\$77.89	Bucket Truck	TRUCK	T & TT	20 28	\$39.41
	Hydraulic Lift	HYLFT	BOOM	25-49	\$38.23
	Electrical Gen., Inverter, DC Converter	ELGEN	CCEP	CV573	\$0.25
\$13.74	Winches, F/O Cable Puller	WINCH	ARCO	TM2000	\$13.74
	Trailer	Price included with cable puller			
\$25.35	Asphalt Roller	ROVIB	WACK	7850	\$20.76
	12' Tilt Trailer	TRAIT	TB-2	08-10	\$4.59
\$3.48	Arrowboard - TM	TRAFA	FLAS	TM	\$3.48
\$0.94	Arrowboard - RM	TRAFA	FLAS	RM	\$0.94
\$10.66	CMS Sign Solar	TRAFA	CMSN	SOL1	\$10.66
\$0.52	Barricade w/Flasher (Day)	TRAFB	1BAR	A1	\$0.52
\$0.27	Barricade w/out Flasher (Day)	TRAFB	1BAR	A2	\$0.27
\$16.27	Traffic Cone 28" (per 100) (Day)	TRAFB	2TC	B100	\$16.27
\$25.10	Traffic Cone - Refl (per 100) (Day)	TRAFB	2TC	D100	\$25.10
\$6.53	Illuminated Sign (Day)	TRAFB	4SIG	12V	\$6.53
\$6.67	Flashing Beacon (Day)	TRAFB	5BEA	12V	\$6.67
\$3.01	Flagtree (Sign, Stand & 3 Flags) (Day)	TRAFB	6FSS	EACH	\$3.01
\$5.86	Concrete Mixer	CONMX	SORP	11-16	\$5.86
\$3.41	Hand held Concrete Saw	SAWCO	ABOP	0-10	\$3.41
\$7.67	Concrete Saw (walk behind)	SAWCO	ABOP	10-20	\$7.67
\$18.00	Blade Sawkerf	SAWCO	ABSK	100'/IN	\$18.00
\$0.18	Blade Sawkerf	SAWCO	ABSK	LF-INDE	\$0.18
\$1.13	Concrete Vibrator	CONVB	CVIB	EVHD	\$1.13
\$2.89	Water Dolly	TRAIW	WATR	500WYL	\$2.89
\$2.10	Dump Trailer	TRAIU	DUMP	10KH	\$2.10
\$4.07	Compactors, Pan, Handguided	COMHG	COMP	0-250	\$4.07
\$9.89	Compactors, Handguled	COMHG	COMP	250	\$9.89
\$10.11	Hammer, Demolition Breaker	HAMMR	STAN	1160	\$10.11
\$4.25	Tractors, Attachment, 18" Planer	TRACS	BCAT	P18	\$4.25
\$0.51	Tractors, Attachment, 60" Sweeper	TRACS	BCAT	S60	\$0.51
\$0.39	Welder	WELD	FDR	LN-25	\$0.39

**SANTA ANA ON CALL CONSTRUCTION SERVICES**  
**"Schedule of Hourly Billing Rates"**

**SUBCONTRACTOR NAME:** SMITHSON ELECTRIC, INC.

**RATES VALID THROUGH:** 12/31/2022

**LABOR:**

Classification	Standard Time	Overtime	Doubletime
Electrician - Foreman	\$107.41	\$146.15	\$184.90
Electrician - Journeyman	\$98.73	\$133.14	\$167.55
Laborer - Group 4	\$73.10	\$97.35	\$121.59
Laborer - Group 1	\$69.89	\$92.54	\$115.18

**EQUIPMENT:**

Equipment Description	UM	Rate
F-550 Truck	HR	\$ 39.41
F-550 Truck	HR	\$ 39.41
F-550 Truck	HR	\$ 39.41
Vacuum/Water Trk	HR	\$ 60.39
Trailer	HR	\$ 15.67
Concrete Saw	HR	\$ 21.27
Concrete Saw	HR	\$ 21.27
Hotmelt Machine	HR	\$ 21.27
Air Compressor	HR	\$ 19.16
Arrowboard	HR	\$ 3.48
Arrowboard	HR	\$ 3.48

**MATERIAL:**

**COST PLUS SALES TAX AND** \_\_\_\_\_ **% MARK-UP**

- |                     |                 |                   |
|---------------------|-----------------|-------------------|
| 1. Hot Melt Sealant | \$0.81 per lb   | 30 lbs per loop   |
| 2. Type 2 Loop Wire | \$0.23 per foot | 20-30 ft per loop |

# **PAVEMENT REHAB COMPANY**

## **Labor and Equipment Rates**

Effective: 4/19/2022

### **LABOR RATES**

<b><u>Classification</u></b>	<b><u>Standard Time</u></b>	<b><u>Time and a Half</u></b>	<b><u>Double Time</u></b>
Superintendent	\$220.00	\$330.00	\$440.00
Foreman	\$190.00	\$285.00	\$380.00
Grade Checker	\$145.00	\$217.50	\$290.00
Labor/Raker	\$135.00	\$202.50	\$270.00
Finisher/mason	\$135.00	\$202.50	\$270.00
BG Operator	\$145.00	\$217.50	\$290.00
Operator	\$145.00	\$217.50	\$290.00
Screedman	\$145.00	\$217.50	\$290.00
Rollerman	\$145.00	\$217.50	\$290.00

### **EQUIPMENT RATES**

<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>	<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>	<b><u>Equip. Operated</u></b>	<b><u>Rate per HR</u></b>
Paving Machine (10')	\$300.00	Skip Loader	\$265.00	Truck - Super 10	\$195.00
Paving Machine (7-8')	\$260.00	Skip Combo	\$295.00	Truck - 10 Wheel	\$190.00
Bobtail	\$240.00	Blade 12G	\$265.00	Truck - Semi	\$200.00
Bobtail w/Breaker	\$270.00	Blade 140G	\$275.00	Truck -High Side	\$225.00
Bobtail w/Sweeper	\$255.00	Backhoe	\$275.00	Tack Truck	\$235.00
Bobtail w/Grinder	\$635.00	Backhoe w/Breaker	\$345.00	Tack Wagon	\$115.00
AC Grinder (4')	\$805.00	950 Loader	\$300.00	Conc Form Truck	\$110 + Mat.
AC Grinder (6'-8')	\$1,035.00	966 Loader	\$355.00	Crew Truck	\$115.00
Water Truck	\$210.00				
Roller (5-8 tn)	\$155.00	Street Sweeper	\$240.00	Concrete Saw	\$260.00
Roller (3-5 tn)	\$135.00	Arrow Board	\$115.00	Core Machine	\$260.00
				Berm Machine	\$150.00
Mobilization	2 HRs/Equipment - Min. one Way				

### **Note:**

- 1) Rates Include Supervision, Overhead & Profit.
- 2) Price is valid for 1 year from submission date.
- 3) Labor rates are billed with 4 or 8 hour clauses.
- 4) Equip. & Labor moved for specifically for extra work to be billed with 8 hour min.