

**County of Orange, OC Public Works  
Crosstown Electrical & Data, Inc.**

**Attachment A  
MA-080-23011020**

**CONTRACT MA-080-23011020  
TRAFFIC MANAGEMENT CENTER FIBER OPTIC EXPANSION  
EQ20008A**

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Orange and, a political subdivision of the State of California (“County”), and Crosstown Electrical & Data, Inc. (“Contractor”).

County and Contractor agree as follows:

**1. CONTRACT DOCUMENTS**

Contract Documents, which together comprise the complete agreement between County and Contractor, consist of the following: the Bid; this Contract; the General Conditions; Supplementary General Conditions; the Non-collusion Declaration; Special Provisions; Addenda and Bulletins; Attachments; Appendices; Plans; Standard Plans; Standard Specifications; all Reference Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Agreement, including Amendments and Change Orders. The Contract Documents also include the Faithful Performance Bond and the Labor and Material Payment Bond unless such bonds are expressly not required for this Project by the Supplementary General Conditions or Special Provisions. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

**2. SCOPE OF WORK**

Contractor shall perform all work as required by, and in strict accordance with, the Contract Documents (the “Project”), which consists of furnishing and installing traffic signal control equipment, fiber optic transmission equipment, fiber optic cable, conduits, pull boxes and the furnishing of specified equipment to the County.

**3. CONTRACT PRICE AND TIME**

**3.1. CONTRACT PRICE**

County shall pay Contractor for all work required by the Contract Documents the Contract Price of **FIVE HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED NINETY-FIVE Dollars (\$576,995.00)**, as it may be adjusted pursuant to the “CHANGES” Section of the General Conditions, and in accordance with the “PAYMENTS” Section of the General Conditions.

**3.2. CONTRACT TIME**

Within 10 calendar days of the Board of Supervisors’ award of the Contract, Contractor shall submit to County for its review: acceptable bonds; proof of insurance; initial job progress schedule; and any additional documentation required prior to execution of this Contract by the Contract Documents, Supplementary General Conditions or Special Provisions. If County rejects the submitted documents, Contractor will have 5 additional calendar days to resubmit. If Contractor fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If Contractor fails to submit acceptable documents by the second submission, County may, at its sole discretion, proceed to award the Contract to the next lowest responsive, responsible bidder or reduce the Contract Time by the number of days between County’s rejection of the second submission and County’s approval of the documents.

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Upon County's approval of the bonds, insurance, initial job progress schedule, and any other required submitted documents, County will deliver to Contractor a signed copy of the Agreement and a Notice to Proceed with the work. Contractor shall not commence construction until County issues the Notice to Proceed. Contractor shall complete all work required by the Contract Documents within **100 working** days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes **10 days** of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "DELAYS DUE TO WEATHER AND FORCE MAJEURE" Section of the General Conditions.

**4. BONDS**

Within ten (10) calendar days after award of the Contract, the successful Contractor shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract Price and issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models included in the Invitation for Bid Documents and must be approved by County's Risk Manager and County Counsel. The successfully Contractor shall submit the bonds with original signatures. The signature of the surety representative must be notarized.

**5. LIQUIDATED DAMAGES**

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to County the sum of **\$650** per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. County may deduct such sum from any payments due or to become due to Contractor. If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to Contractor, then Contractor shall immediately pay County the difference.

**6. CONTRACTOR SHALL PERFORM 81 % OR MORE OF THE WORK**

Contractor shall be capable of performing, and shall perform with its own organization, work amounting to at least 81 % of the Base Bid Amount. However, any Bid Item designated as a Specialty Bid Item will be excluded from the Base Bid Amount for purposes of this Section only.

**7. RESERVED****8. EMPLOYEE ELIGIBILITY VERIFICATION**

Contractor hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. Contractor shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9. Contractor shall retain such documentation for the period prescribed by law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**9. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contractor, by executing this Agreement, hereby certifies:

**County of Orange, OC Public Works  
Crosstown Electrical & Data, Inc.**

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

**10. PARTIES’ REPRESENTATIVES****10.1. COUNTY’S REPRESENTATIVES**

10.1.1. OC Public Works. The Project is under the general direction of County’s Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be County’s representative in connection with the Project.

10.1.2. County’s Project Manager: Before starting work, County shall designate in writing a Project Manager who shall act as County’s representative during construction of the Project. County may also designate an alternate representative with complete authority to act for it. Unless otherwise expressly stated in the Contract Documents, the Project Manager will issue and receive all written communications on behalf of County for the Project. The Project Manager shall also coordinate any communications to or from County’s Architect-Engineer ("A-E") in connection with the Project. The Project Manager shall manage the routine responsibilities of County but is not authorized to make decisions for County that materially affect this Contract or create additional legal liabilities for County.

**10.2. COUNTY’S AUTHORITY**

County has the final authority in all matters affecting the work. County has the authority to enforce Contractor’s compliance with the Contract Documents. County’s decision is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by Contractor and all work performed by Contractor shall be subject to County’s approval.

**10.3. CONTRACTOR’S REPRESENTATIVES**

10.3.1. Representative and Alternate: Before starting work, Contractor shall designate in writing a representative who shall have complete authority to act for it. Contractor may also designate an alternate representative with complete authority to act for it. County may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless Contractor identifies to County in writing the officer(s) or employee(s) with such authority. The representative or alternate shall be present at the work site whenever work is in progress or whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture shall designate only one representative and alternate. In the absence of Contractor’s representative, instructions or directions may be given by County to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative. Contractor’s representative and alternate must be able to read, write, and speak English fluently.

10.3.2. Superintendent: Before starting work, Contractor shall submit to County for its review and approval the name of the superintendent who will be employed full-time by Contractor and be present on site at all times while work is being performed. Contractor’s superintendent must be well-qualified, and at County’s request Contractor shall provide documents or information to establish the superintendent’s qualifications. Contractor’s superintendent shall represent Contractor in the absence of Contractor’s designated representative or alternate, and all directions given to the superintendent shall be binding as if given to Contractor. Contractor’s representative or alternate designated in accordance with the preceding paragraph also may serve as Contractor’s superintendent, provided that County approves the selection of the superintendent. The superintendent must read, write, and speak English fluently. County may require

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Contractor to replace a superintendent whose conduct or performance is unsatisfactory. Contractor shall not change its superintendent without County's consent unless the superintendent is unsatisfactory to Contractor or ceases to be in Contractor's employ. If Contractor's superintendent leaves the Project, Contractor shall replace him or her within 24 hours with a new, well-qualified superintendent acceptable to County.

10.3.3. Alternate Supervision Plan: For Projects on which the original Contract Price is \$50,000 or less, Contractor may propose for County's consideration a plan for providing supervision on the site that does not involve the presence of a full-time superintendent, representative, or alternate, as required by the preceding paragraphs. Any such plan must ensure that Contractor's supervision of the work is adequate and effective for purposes of completing the work timely and in compliance with the Contract Documents. County may approve or reject Contractor's proposed plan in its sole and absolute discretion.

10.3.4. Emergency Contacts: Contractor shall provide County with a list of names and telephone numbers at which Contractor's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

**11. SIGNATURE REQUIREMENTS**

The Agreement must be signed by officer(s) authorized to bind Contractor. If documentation demonstrating express authority is not provided, then the Agreement must be signed by those officers with apparent authority to bind Contractor. If Contractor is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

- 1) One signature by the chairman of the board, the president, or any vice president; and
- 2) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

**12. ENTIRE CONTRACT**

The Contract Documents represent the entire and integrated agreement between County and Contractor and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

**13. LEVINE ACT COMPLIANCE**

Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

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**14. BID SCHEDULE**

Item #	Quantity	Unit	Item Description	Unit Price	Line Total
1	1	LS	MOBILIZATION	\$ 25,000.00	\$ 25,000.00
2	1	LS	TRAFFIC CONTROL	\$ 30,000.00	\$ 30,000.00
3	7100	LF	3-INCH CONDUIT	\$ 40.00	\$ 284,000.00
4	24	EA	NUMBER 6 PULL BOX WITH EXTENSION	\$ 1,685.00	\$ 40,440.00
5	24	EA	NUMBER 6 PULL BOX NONCONCRETE COVER	\$ 325.00	\$ 7,800.00
6	4	EA	FIBER OPTIC ETHERNET SWITCH	\$ 2,850.00	\$ 11,400.00
7	4	EA	FIBER OPTIC POWER SUPPLY	\$ 175.00	\$ 700.00
8	20	EA	SFP TRANSCEIVER	\$ 500.00	\$ 10,000.00
9	4	EA	FIBER OPTIC SPLICE ENCLOSURE	\$ 2,300.00	\$ 9,200.00
10	600	LF	12-FIBER SINGLE MODE FIBER OPTIC CABLE	\$ 4.05	\$ 2,430.00
11	11100	LF	72-FIBER SINGLE MODE FIBER OPTIC CABLE	\$ 6.75	\$ 74,925.00
12	4	EA	FIBER TERMINAL UNIT	\$ 1,600.00	\$ 6,400.00
13	4	EA	SIGNAL AND LIGHTING CONTROLLER UNIT	\$ 10,575.00	\$ 42,300.00
14	4	EA	CLOSED-CIRCUIT TELEVISION	\$ 8,100.00	\$ 32,400.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 576,995.00</b>

\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*

**County of Orange, OC Public Works  
Crosstown Electrical & Data, Inc.**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates opposite their respective signatures:

**CROSS TOWN ELECTRICAL & DATA, INC.**  
a California Corporation

Date: 4/13/2023

By: David P. Heermance

David P. Heermance      President  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board, President or any Vice President.)*

Date: 4/14/2023

By: Benjamin Heermance

Benjamin Heermance      Chief Financial Officer  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 2<sup>nd</sup> must be either an Assistant Secretary, Secretary, Assistant Treasurer or Chief Financial Officer.)*

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

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

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

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

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

By: William Mule  
Deputy

Date: 4/14/2023