

AMENDMENT NO. ONE TO ON-CALL ELECTRICAL CONTRACTOR FOR  
TRANSPORTATION SERVICES MAINTENANCE AGREEMENT

This Amendment (“Amendment No. One”) is hereby entered into effective September 14, 2022 by and between the CITY OF LANCASTER, a Municipal Corporation, in the State of California, and CROSSTOWN ELECTRICAL AND DATA INC., (CONTRACTOR) with respect to Exhibit “A” for Services between the parties dated April 14, 2022 (“Agreement”).

The Parties agree as follows:

1. **Services** – The services will hereafter be known as: “ON-CALL ELECTRICAL CONTRACTOR FOR TRANSPORTATION AND INFORMATION TECHNOLOGY SERVICES”.
2. **Payment** - The City of Lancaster shall reimburse the CONTRACTOR for actual costs, incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$360,000.00. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR:  
CROSSTOWN ELECTRICAL AND  
DATA INC.,

\_\_\_\_\_  
Jason Caudle, City Manager

\_\_\_\_\_  
David P. Heermance, President

ATTEST:

\_\_\_\_\_  
Andrea Alexander, City Clerk

\_\_\_\_\_  
Allison E. Burns, Esq., City Attorney

Insurance Approved

**Exhibit A**

**AGREEMENT FOR MAINTENANCE SERVICES**

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and entered into this 12 day of April, 2022, by and between the CITY OF LANCASTER, a municipal corporation and charter city, ("City"), and Crosstown Electrical and Data Inc., a California corporation ("Contractor")(collectively, sometimes referred to hereinafter as the "Parties").

**RECITALS**

WHEREAS, the City desires to engage Contractor to perform certain services, as provided herein, identified as:

On-Call Electrical Contractor for Transportation Services (**THE "SERVICES"**)

WHEREAS, the principal members of Contractor are qualified and duly registered/licensed under the laws of the State of California, and Contractor desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

**1. Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONTRACTOR: Crosstown Electrical and Data Inc.

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster  
Attn: Jason Caudle, City Manager  
44933 North Fern Avenue  
Lancaster, California 93534

CONTRACTOR Crosstown Electrical and Data Inc.  
Attn: Dave Heermance  
5454 Diaz Street  
Irwindale, CA 91706

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Contractor, and Contractor accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services and Rates Schedule", attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Contractor an amount not to exceed \$100,000 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, as set forth in Exhibit A.

B. No payment made hereunder by the City to Contractor, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Contractor of its obligations under this Agreement.

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Contractor shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Contractor's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Contractor will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for [Term, e.g. twelve (12) months], unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Contractor is an independent Contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Contractor, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

**Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

**Workers Compensation**

As Required by the State of California	Statutory Limits
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**Employers' Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation &amp; Employers' Liability policies)</i>	

B. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.

E. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:  
**"On-Call Electrical Contractor for Transportation Services"**

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. **Data Provided to Contractor.** City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Contractor’s Warranties and Representations.**

Contractor warrants and represents to City as follows:

A. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

B. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

D. Upon the execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

17. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

18. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A"          Scope of Services and Rates Schedule



19. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.


*[Signatures begin on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.


CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By:    
Jason Caudle, City Manager  
April 13, 2022 | 2:13:43 PM PDT


Contractor:

By:   
David P. Heermance, President  
April 13, 2022 | 9:03:29 AM PDT

ATTEST:



  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

  
Allison E. Burns Esq., City Attorney

CONTRACT SUBMISSION APPROVAL:

  
Jeff Hogan, Senior Director - Development Services

  
Insurance Approved



## EXHIBIT A

### SCOPE OF SERVICES

#### 1. **BACKGROUND**

- A. The City of Lancaster (City) desires to enter into an agreement with one or more qualified electrical contractors to perform various jobs related to installing streetlight poles and traffic signals.
- B. All maintenance work shall be subject to prevailing wages per the State of California Department of Industrial Relations.
- C. The Contractor shall execute work promptly and following a schedule approved by the City. Failure to respond by completing scheduled work promptly may result in termination of the Agreement.
- D. The selected contractors will enter into a "Not to Exceed" contract for an undetermined amount. The contract amount will depend on the number of selected contractors and yearly service estimates.
- E. All work will be billed at time and materials rates as outlined in the Contractor submitted cost file.

#### 2. **CONTRACTOR RESPONSIBILITIES**

##### A. CONTRACTOR QUALIFICATIONS –

- 2.A.1. Must hold a State of California Class "A" contractor's license — General Engineering Contractor. The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.
- 2.A.2. Must hold a State of California C-10 - Electrical Contractor license. An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- 2.A.3. Companies must be registered as a public works contractor with the Department of Industrial Relations. The following public works contractor responsibilities must be followed:
  - 2.A.3.1. Register as a public works contractor
  - 2.A.3.2. Pay prevailing wages
  - 2.A.3.3. Follow apprenticeship requirements
  - 2.A.3.4. Maintain and submit certified payroll records

- B. TRAFFIC SIGNALS – The jobs related to traffic signal repairs and installation shall include but are not limited to:

- 2.B.1. Install pole and relocate equipment per manufacturer year Cal Trans Standards\* and City of Lancaster Specifications; including but not limited to 61-5-100 to Type 15TS.
  - 2.B.2. Install foundations for poles per manufacturer year Cal Trans Standards\* and City of Lancaster Specifications; including but not limited to 61-5-100 to Ped pole, signal cabinet, and power pedestal.
  - 2.B.3. Install mast arms and relocate equipment poles per manufacturer year Cal Trans Standards\* and City of Lancaster Specifications; including but not limited to 65' to 15'.
  - 2.B.4. Install Signal Cabinet and power pedestal per Cal Trans Standards\* and City of Lancaster Specifications.
  - 2.B.5. Install new wire at intersection per City of Lancaster Specifications.
  - 2.B.6. Install video detection systems per manufacturers' specifications and City of Lancaster Specifications.
  - 2.B.7. Install luminaire arms per Cal Trans Standards\* and City of Lancaster Specifications.
  - 2.B.8. Repair or install conduit per City of Lancaster Specifications.
  - 2.B.9. Bore new conduit runs per City of Lancaster Specifications.
  - 2.B.10. Install luminaires and signal equipment per Cal Trans Standards\*, City of Lancaster Specifications, and manufacturers specifications.
  - 2.B.11. Repair terminal block covers on mast arms poles.
  - 2.B.12. Sidewalk and curb ramps removed or damaged due to work being performed shall be replaced from score line to score line per Section 203 / 303-5.5.3 of the Standard Specifications and per the applicable APWA Standard Plan as shown on the Improvement Plans and City of Lancaster specifications. PCC sidewalk and curb ramps shall be 4" thick. The concrete shall be 520-C-2500 and contain 4% air containment. AC curb ramps and landing shall also be constructed per the "Asphalt Concrete" section of these specifications. The Contractor shall construct a 4" minimum aggregate base underneath the proposed AC pathway. The aggregate base shall be compacted to 95% relative compaction.
  - 2.B.13. Standards and luminaire arms shall conform to the Details and Specifications for Ameron Traffic Signal poles per City of Lancaster Specifications.
- C. STREETLIGHTS - The jobs related to Street Light repairs and installation shall include but are not limited to:
- 2.C.1. Lancaster Blvd Decorative Pole Repair and replacement- This requires the Contractor to disconnect all damaged overhead wiring, guide cabling, and the remainder of the damaged pole and or fixture. Contractor must then replace it with a new city-supplied decorative pole and fixture, reconnect new wiring, and guide cabling to the new pole and fixture to make it fully operational.
  - 2.C.2. Leaning Pole Repair- The Contractor must secure the leaning pole, break out the 30x 30 concrete cap at the base of the pole, recompact the voided area, backfill with concrete, and then replace the concrete 30x30 cap.
  - 2.C.3. Steel Pole Change Out- This requires the Contractor to remove any existing overhead or underground wiring, removal of the metal pole and foundation, replacement of the foundation per the Details and

Specifications for Ameron 1C1 octagonal poles, install the City supplied 1C1 pole, reconnect all wiring, and make the luminaire fully operational.

2.C.4. Street Lighting Pole Foundation Replacement- Concrete electrolier foundations shall be per City of Lancaster standard detail PW-19.

D. \*CAL TRANS STANDARDS – The applicable standard is based on the year the pole was installed. Please refer to Caltrans for the standards specific to the installation year.

3. **EXHIBITS**

B. DETAILS AND SPECIFICATIONS FOR AMERON 1C1 OCTAGONAL POLES

C. CITY OF LANCASTER SPECIFICATIONS: TRENCH AND PAVEMENT RESTORATION POLICY

D. CITY OF LANCASTER TRAFFIC SIGNAL SPECIAL PROVISIONS

E. CITY OF LANCASTER AGREEMENT SAMPLE

City of Lancaster

On-Call Electrical Contractor –Transportation Services, RFP No. 755-22

Due Date: February 3, 2022



## Cost File

Item No.	COST FILE - LABOR	UM	Qty	REGULAR TIME	OVERTIME	DOUBLETIME
1	General Foreman	HR	1	\$ 132.00	\$ 181.00	\$ 232.00
2	Foreman	HR	1	\$ 127.00	\$ 174.00	\$ 220.00
3	Journeyman	HR	1	\$ 118.00	\$ 160.00	\$ 202.00
4	Journeyman Splicer	HR	1	\$ 122.00	\$ 165.00	\$ 210.00
5	85% Apprentice	HR	1	\$ 106.00	\$ 142.00	\$ 176.00

- Regular Time: Monday – Friday, 7am – 3:30 pm
- Overtime: Work over 8 hours per day, Saturday Work, Call out after 3:30 PM
- Double-time: Work over 12 hours per day, Sunday Work

**\*\*NOTE: A VEHICLE IS TO BE ADDED TO EACH LABOR HOUR. EXAMPLE:  
JOURNEYMAN ELECTRICIAN REGULAR TIME PLUS WORK TRUCK = \$118.00 + 36.92  
= \$154.92 PER HOUR**

Item No.	COST FILE - EQUIPMENT	UM	Qty	Unit Price
1	Work Truck, 12-20	HR	1	\$ 36.92
2	2 Axle Dump Truck	HR	1	\$ 50.64
3	3 Axle Dump Truck	HR	1	\$ 66.97
4	Compressor	HR	1	\$ 22.39
5	Splice Van	HR	1	\$ 45.84
6	Bobcat	HR	1	\$ 27.42
7	Crane	HR	1	\$ 113.37
8	Ditch Witch Directional Bore Machine	HR	1	\$ 153.99
9	Directional Bore Support Truck	HR	1	\$ 75.51
10	Debris Vacuum with pressure washer/trailer	HR	1	\$ 38.03
11	Bucket Truck	HR	1	\$ 75.44
12	Arrowboard	HR	1	\$ 3.18

- Equipment Rates are per Caltrans Rental Rates, Any additional Equipment not listed, but required for use, to be charged per the standard Caltrans Rental Equipment Rates

**Material Markup: 15%**

## Signature Sheet

- See attached