# **ATTACHMENT 1**

### CITY OF COSTA MESA MAINTENANCE SERVICES AGREEMENT WITH YUNEX LLC

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and YUNEX LLC, a Delaware limited liability company ("Contractor").

### WITNESSETH:

A. City proposes to utilize the services of Contractor as an independent contractor to provide traffic signal maintenance services, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### 1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. <u>Scope of Services</u>. Contractor shall provide the services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein (the "Services"). Contractor shall provide the Services for the signals and devices set forth in Exhibit "C," attached hereto and incorporated herein.

- 1.2. <u>Prevailing Wage Requirements</u>.
  - (a) <u>Prevailing Wage Laws</u>. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the 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.
  - (b) <u>Payment of Prevailing Wages</u>. Contractor shall pay the prevailing wage

rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (C) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) <u>Apprentices</u>. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) <u>Payroll Records</u>. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) <u>Registration with DIR</u>. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.
- 1.3. <u>Performance to Satisfaction of City</u>. Contractor agrees to perform all the work to

the complete satisfaction of City. Evaluations of the work will be done by City's Transportation Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. <u>Compliance with Applicable Law</u>. Contractor shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. <u>Non-Discrimination</u>. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. <u>Non-Exclusive Agreement</u>. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. <u>Delegation and Assignment</u>. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

### 2.0. COMPENSATION AND BILLING

2.1. <u>Compensation</u>. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and incorporated herein. Contractor's annual compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00). Contractor shall not increase its fees at any time during the initial term or any extension periods, unless otherwise agreed to in writing by City and Contractor.

2.2. <u>Additional Services</u>. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this

Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. <u>Method of Billing</u>. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. <u>Records and Audits</u>. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

### 3.0. TIME OF PERFORMANCE

3.1. <u>Commencement and Completion of Work</u>. Contractor shall commence providing the Services on July 1, 2022 ("Commencement of Work"). The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. <u>Excusable Delays</u>. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. <u>Term</u>. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Commencement of Work, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon written agreement of the parties.

4.2. <u>Notice of Termination</u>. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. <u>Compensation</u>. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### 5.0. INSURANCE

5.1. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not

affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) 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 insurer's liability.

5.3. <u>Deductible or Self Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. <u>Certificates of Insurance</u>. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. <u>Non-limiting</u>. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

### 6.0. GENERAL PROVISIONS

6.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. <u>Representatives</u>. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. <u>Project Managers</u>. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail

and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

IF TO CITY:

Yunex LLC 2250 Business Way Riverside, CA 92501 Tel: (951) 784-6600 Attn: Michael Hutchens City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5298 Attn: Noel Casil

Courtesy copy to:

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Finance Dept. | Purchasing

6.5. <u>Drug-free Workplace Policy</u>. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. <u>Attorneys' Fees</u>. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. <u>Assignment</u>. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and

employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. <u>PERS Eligibility Indemnification</u>. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. <u>Conflict of Interest</u>. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. <u>Prohibited Employment</u>. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. <u>Order of Precedence</u>. In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. <u>No Third Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. <u>Headings</u>. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

### CONTRACTOR

	Date:	
Signature		
[Name and Title]	_	
Signature	_ Date:	
[Name and Title]	_	
CITY OF COSTA MESA		
	Date:	
Lori Ann Farrell Harrison City Manager		
ATTEST:		
Brenda Green City Clerk	_	
APPROVED AS TO FORM:		
	Deter	
Kimberly Hall Barlow City Attorney	_ Date:	
APPROVED AS TO INSURANCE:		
Ruth Wang	Date:	
Risk Management		

APPROVED AS TO CONTENT:

	Date:	
Noel Casil Project Manager		
DEPARTMENTAL APPROVAL:		
	Date:	
Raja Sethuraman Public Services Director		
APPROVED AS TO PURCHASING:		
	Date:	
Carol Molina		
Finance Director		

# EXHIBIT A

SCOPE OF WORK

### TRAFFIC SIGNAL SYSTEM MAINTENANCE SCOPE OF WORK

THIS SCOPE OF WORK relates to maintenance of traffic signals, safety lighting, closed circuit television cameras (CCTV), flashing crosswalks, radar speed signs, flashing beacons, battery backup systems (BBS), field communications equipment, and associated traffic safety devices under the City of Costa Mesa jurisdiction, hereinafter referred to as "City".

Services provided shall be as follows:

### **SECTION I. GENERAL**

### A. <u>QUALIFICATIONS</u>

The Traffic Signal Maintenance Contractor, here in after referred to as "Contractor" shall have available and readily accessible all required tools, materials, equipment, apparatus, facilities and skilled labor services to perform all work necessary to maintain the various traffic facilities in a good workmanlike manner.

All work, materials and equipment shall conform to current Caltrans Standard Plans and Specifications, the California Manual of Uniform Traffic Control Devices (CA MUTCD), the International Municipal Signal Association (IMSA), and City Standards.

The Contractor shall provide at least one full-time signal maintenance technician certified as a Level II Traffic Signal Technician by IMSA with bucket truck for City traffic maintenance purposes. The Contractor shall have available adequate skilled personnel and proper lab testing facilities to perform inspection and repair of signal cabinets, controller assemblies, auxiliary equipment and traffic control appurtenances.

The Contractor shall have on hand at all times at least three of each of the following spare equipment:

- Econolite Cobalt controllers.
- NEMA conflict monitors with LED display, as needed for replacement.
- Etherwan ethernet switch, model EX78802-0VBT

The Contractor shall maintain a single local telephone number where they can be directly reached daily on a twenty-four (24) hour basis for emergency service for response to damage, malfunctions, or to correct conditions that may create a public hazard. Response service to specified location shall be within thirty (30) minutes to correct malfunction, damage or risk to public safety. The Contractor telephone number shall be made available to all persons designated by City.

### B. <u>RECORDS</u>

1. <u>Intersection Records</u>: The Contractor shall maintain at each intersection a permanent service record documenting all ongoing work, operations and hardware malfunctions, repair and configuration work. The record shall log both monthly preventive maintenance and all extraordinary maintenance work, and specify the date and nature of all repairs to the controller assembly and field hardware. Serial numbers of

controller units shall be logged when laboratory maintenance is required. The intersection maintenance record shall be in a format acceptable to the City and retained by the Contractor for a seven-year period. Separate signal timing and hardware documents shall additionally be retained in each cabinet, including a cabinet wiring diagram, signal phase and pedestrian timings, detectors, interconnect equipment, preempt control, etc.

- 2. <u>Office Records</u>: The Contractor shall maintain a complete record of all laboratory repairs to controllers and hardware showing all parts or components replaced with serial numbers. Each service truck shall keep a daily record covering time chargeable for each twenty-four (24) hour period. This record shall include the time and day work was performed at each intersection and a description of the work, equipment and manpower provided.
- 3. <u>Activities Report</u>: A monthly activities report shall be submitted to the City Transportation Services Division by the fifteenth working day of each month in conjunction with the monthly billing statement. The report shall include a complete record of all work performed for City during the prior month. This compiled record shall include the location, day and time of each separate service, the reason for the service, whether routine, extraordinary or emergency, and the number of staff hours and equipment for each service. Copies of laboratory reports showing repairs to controller, detector, conflict monitor units, etc., shall be included in the activities report. The Contractor and the City Transportation Services staff shall meet to review the report at a mutually agreed upon time. Immediately prior to each meeting the Contractor shall deliver to City a copy of the "Activities Report."

### SECTION II. ROUTINE MAINTENANCE

The Contractor shall provide a program of continued comprehensive preventive maintenance (PM) to eliminate or reduce the incidence of malfunctions, promote public safety, reduce public complaints, and extend the longevity of equipment.

On a monthly basis, each signalized intersection, BBS unit, HAWK signal and flashing stop sign shall be inspected, based on the following maintenance program. City will compensate Contractor monthly at the unit bid prices defined in the Fee Proposal. Said price shall include all services rendered for labor, materials, equipment, overhead and profit. The program shall include, but not be limited to, the following:

- a. Clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Ensure watertight seal exists on cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.
- b. Maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.
- c. Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and "flashing don't walk" intervals by chronograph or stopwatch.
- d. Check voltage at main power supply. Verify tightness of connectors at power panel,

ground buss, loop and field terminal panels.

- e. Check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, and bicycle push buttons. Check that the video detection and components are working and detecting vehicles and bicyclists properly.
- f. Check operation of the signal conflict monitor every six months by shorting / conflicting the field output terminals for vehicle and pedestrian phases, or by City- approved method. Contractor shall submit detailed report of findings for each signal conflict monitor unit to City upon completion of tests.
- g. Visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.
- h. Field inspect signal poles, traffic signal, pedestrian heads and Light Emitting Diode (LED) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.
- i. Test each BBS unit by bypassing existing electrical service and power signal directly from BBS during each intersection PM. Verify battery condition and voltage continuity.
- j. Maintain monthly log of BBS test results and City shall be notified of any deficiencies affecting BBS unit performance.
- k. Contractor shall perform a monthly maintenance inspection of each flashing traffic control system (flashing stop signs)in the City based on the following:
  - If applicable, clean cabinet inside and outside and remove any foreign material.
  - If applicable, check power supply voltage, solar equipment, and replace any batteries as necessary.
  - If applicable, clean and wipe down solar panels to ensure continuous power is generated.
  - If applicable, check settings for on/off timing, flashing rate, flashing duration, and time of day.
  - If applicable, maintain all digital time clocks to National Bureau of standards time.
  - If applicable, observe each pole, bead, traffic control sign, etc., and remove foreign material.
  - If applicable, check push button condition and replace push button if necessary.
- I. Contractor shall perform a monthly maintenance inspection of each pedestrian hybrid beacon (HAWK signal) system in the City based on the same methods used for signalized intersections.
- m. Immediately correct all safety deficiencies found during inspection and schedule nonemergency work, which shall be completed within 14 calendar days.

- n. In carrying out the above described tasks, Contractor shall immediately notify the City of any conditions that constitutes a public hazard or may affect efficient signal timing or coordination. The Contractor shall repair or replace parts and lamps, and keep all traffic systems hardware in good working condition.
- o. City traffic signals, flashers and City-owned streetlights shall be inspected by the Contractor once per month at night (night-ride). A list of all burned-out or malfunctioning signals, illuminated street name signs, flashers and street lighting shall be submitted to the City directly following the monthly night patrol. Upon City receipt and approval of listed repair work, repairs shall be performed within 5 business days.

### SECTION III. EXTRAORDINARY MAINTENANCE

Extraordinary maintenance includes work tasks to repair/replace defective or obsolete equipment and perform modification work not directly covered by routine maintenance. Work shall be performed at the direct request of City unless emergency or public safety conditions require a direct response. Should emergency or public safety conditions exist, Contractor shall undertake immediate repairs. Extraordinary maintenance includes the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, power outage, street construction, or excavation.
- Maintenance of safety lighting at signalized intersections.
- Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
- Upgrades or installations as directed by the City.
- Replace damaged loop detectors including sawcut and lead-in conduit.
- Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications.
- Repainting of signal heads, backplates, visors, frameworks, pedestrian push button housing and signs, electric meter service cabinets, and controller cabinets as directed by the City. Controller cabinets shall be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.
- Maintenance of City-owned streetlights as directed by the City.
- Maintenance of City-owned electronic radar speed feedback signs, rectangular rapid flashing beacons (RRFB's), flashing beacons, flashing crosswalks, and associated equipment as directed by the City.
- Maintenance of City-owned CCTV, GPS EVP, signal interconnect (SIC), single-mode fiber-optic (SMFO) cable, and associated communication and ITS equipment and infrastructure as directed by the City.

<u>Notification</u>: The Contractor shall contact the Transportation Services Manager or representative regarding any extraordinary maintenance work and seek prior approval before the work is scheduled. The Contractor shall notify Transportation Services by telephone at least four (4) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response. No permanent or temporary change of control mechanisms shall be performed without prior approval of the City. When equipment is removed from the controller cabinet, the City shall be notified by phone within 24 hours or the next working day.

<u>Emergencies</u>: The Contractor shall respond immediately to emergency calls such as a total blackout, when directed by the City, and dispatch the qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The replacement of burned-out signal lamps, internally illuminated street name sign lamps, or safety lights need not be on an emergency basis provided at least two signal indications operate for each direction of travel, or two intersection safety lights remain functional. Replacement of these items shall be in a routine manner within 5 days. For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

- The Contractor shall dispatch qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning and stop signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Transportation Services Manager or representative. The Contractor shall conform to Caltrans and CA MUTCD Standards for all emergency and routine work.
- 2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, as deemed necessary, and proceed to repair the signal. After the signal is back to normal operation, the Contractor shall remove all of the temporary traffic control devices and promptly return devices owned by City to the City Yard.
- 3. If a police officer is at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

### SECTION IV. HARDWARE MAINTENANCE AND OPERATIONS

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic control equipment with like make and model parts as the need arises and as directed by the City. Controller mechanisms, auxiliary equipment and appurtenances such as detectors, MMU conflict monitors, BBS and related items shall be serviced and overhauled as recommended by the manufacturer.

Overhaul shall include cleaning, lubrication, testing, timing checks, necessary adjustments replacement of non-functioning or degraded lamps, LED lights and other hardware. All equipment shall be maintained as recommended by the manufacturer. Certifications, warranties and product types for new hardware shall be furnished to the City.

### A. <u>REPAIR AND REPLACEMENT</u>

The Contractor shall replace or repair any and all defective parts, which cause failure or malfunction, as the occasion arises, including signal controller and components, detector amplifiers, pedestrian timers, bicycle logic components, pedestrian and bicycle push buttons, relays, timing clocks, master controllers, coordination units, synchronizer and signal interconnect, flashers, burnouts, detector loops, video detection cameras, sensing units, safety lights, illuminated street name signs and lights, wiring system, etc. Malfunctioning components affecting signal operations shall be repaired or replaced immediately. Non-essential non-safety related equipment shall be replaced within 14 days. Repair costs shall conform to prices defined in the "Fee Proposal."

Contractor agrees to notify City Transportation Services at least forty-eight (48) hours in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-offs or turn-ons until a police officer is present, unless permission to proceed without police control is granted by the City.

### B. LAMPS AND LIGHTING

The Contractor shall furnish and replace all signal lamps at all traffic signals and flashers based upon an 80% depletion curve. Incandescent lamps shall be replaced with GE VLA "incandescent look" LED brand lamps or City approved equal, meeting Caltrans Testing Lab, ITE, ETL certifications immediately as they occur. The Contractor shall temporarily retain all existing low or nonfunctional LED lenses under warranty for replacement and dispose them after warranty replacement is completed. Any lens obstructed by dirt or debris shall be cleaned immediately. In-pavement flashers shall be inspected with each monthly PM and replaced per manufacturer installation specifications as extraordinary work.

### C. LOOP DETECTOR REPLACEMENT

All loop installation work shall conform to Caltrans Standard Plans and Specifications. The Contractor shall clean and fill deteriorated loop detector sawcuts with City approved epoxy. When determined by the City and the Contractor that the sawcut or detector loop cable (DLC) has deteriorated to a point that epoxy application is insufficient, the detector shall be replaced at the price stated in the contract. Loop wire shall be Type 2, Detector lead-in cable shall be Type B. Front loops shall be located 1' behind crosswalk line or limit line, and shall be Type 'F'. All loop installations shall commence with prior City approval.

### D. <u>PEDESTRIAN SIGNALS</u>

The Contractor shall replace Walkman/Hand pedestrian signal lamps as they become dim or inoperative with "GE GTX" LED Countdown Pedestrian Signals or City approved equal meeting Caltrans Testing Lab ITE, and EIL certifications. Certifications, warranties and product specifications shall be furnished to the City. Pedestrian signals shall be routinely inspected and replaced as necessary. Existing housings should be reused where feasible and repainted.

### E. <u>AIR FILTERS</u>

The Contractor shall replace the air filter elements in all cabinets a minimum of every six (6) months, or more frequently as needed. Air filters in all cabinets shall be initially replaced within four (2) months of this contract.

### F. <u>SCHOOL WARNING FLASHING BEACONS, FLASHING CROSSWALKS AND</u> <u>ELECTRONIC RADAR SPEED FEEDBACK SIGNS</u>

The Contractor shall perform maintenance inspection or repair of school warning flashing beacons, HAWK signals, flashing crosswalks, and electronic radar feedback signs as directed by the City Maintenance. Inspection shall be based on the following:

- 1. Clean cabinet inside and outside and remove any foreign material.
- 2. Check power supply voltage, solar equipment, and replace any batteries as necessary.
- 3. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
- 4. Maintain all digital time clocks to National Bureau of standards time.
- 5. Observe each pole, head, traffic control sign, etc., and remove foreign material.
- 6. Special attention shall be given to update Holiday, Daylight Savings Time, and shutdown periods.
- Replace damaged or malfunctioning lamps, LED indications, in-road warning lights (IRWL), detection bollards, and pressure pads meeting manufacturer's specifications with prior City approval.

### G. <u>BATTERY SUPPORT SYSTEMS</u>

The Contractor shall perform a monthly test on each traffic signal BBS and batterypowered flasher during routine maintenance work in accordance with the manufacturer's testing procedures. The Contractor shall notify the City of non-operable or low output batteries. Replacement batteries shall meet Caltrans Laboratory Standards or Cityapproved equivalent. The Contractor shall submit the battery brand and type to City for review and approval, prior to purchase of new batteries.

### H. <u>CCTV, COMMUNICATION, AND ITS EQUIPMENT</u>

The Contractor shall perform maintenance and repair of CCTV, communication, and ITS equipment as directed by the City. Work shall include, and not be limited to, maintenance and repair of signal interconnect, single-mode fiber optic cable, conduit runs, splice kits and cabinets, CCTV camera assemblies, PTZ motor writs, video/data transceivers, ethernet switches, terminal servers, and distribution units. All work, materials, and equipment shall conform to latest Caltrans Standard Plans, Specifications, and Federal Communication Commission (FCC) specifications. Personnel performing work shall be certified and properly equipped to fully address maintenance and repair as directed by the City.

### I. DAMAGED EQUIPMENT

The Contractor shall notify the City of the type and condition of all damaged equipment, and shall remove all damaged equipment to Contractor's premises as directed by the City. Upon approval by the City, the Contractor shall deliver select reusable equipment to the Costa Mesa Corporation Yard located at 2310 Placentia Avenue, Costa Mesa CA 92627.

### J. <u>NEW INSTALLATIONS</u>

The Contractor shall include routine maintenance of new traffic devices upon installation consistent with unit fee identified in the Fee Proposal. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost will be prorated from the day the Contractor is notified.

### K. WARRANTY SERVICE

During the period of warranty for new Contractor furnished equipment, the Contractor shall be responsible for covering hardware warrantees and coordinating warranty service repair work. Contractor shall notify the City of any warranty repair delays and details of each incident.

#### L. <u>TRAFFIC CONTROL</u>

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained in a neat and clean manner by the Contractor. All traffic control shall conform to, and be placed in accordance with, the current Caltrans Traffic Manual, the CA MUTCD, and the latest updated version of the "Work Area Traffic Control Handbook." (WATCH).

During working hours, a minimum of one 10-foot wide travel lane in each direction, and all existing left-tum pockets whenever feasible shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00AM to 8:30AM and between 3:30PM to 6:00PM, unless an emergency situation exists and such a closure is necessary to safeguard the public. Separation between travel lanes, channelization and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed in conformance with Standards.

Each vehicle used to place and remove components of a traffic control system on multilane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow boards shall be in place before implementing lane closure(s). Upon completion of maintenance, all traffic control signs, barricades, delineators, etc., shall be immediately removed and site returned to original condition.

# EXHIBIT B

# CONTRACTOR'S PROPOSAL

# YUNEX Traffic

A Siemens Business

Helping Our Communities Become Vibrant, Growing & Green

# **Proposed to:**

City of Costa Mesa Attn: Stephanie Urueta Finance Department 77 Fair Drive, 1st Floor Costa Mesa, CA 92626





# City of Costa Mesa Proposal for: Traffic Signal Maintenance Services (RFP 22-11/C03983)

# Table of Contents

COVER LETTER	1
BACKGROUND AND PROJECT SUMMARY SECTION	2
Our Past	2
Project Summary	3
METHOD OF APPROACH	4
Our Understanding	4
Our Approach / Response Times	4
Scope of Work	5
Proposed Schedule	9
WHAT SETS YUNEX TRAFFIC APART	10
Material Inventory	10
USA Dig Alert	10
Employee Activity Tracking	11
Safety Training	11
Information Technology	12
Service Business Platform @ITS	12
Customer Portal	12
QUALIFICATIONS & EXPERIENCE OF YUNEX LLC	13
Contractor's License / Public Works Contractor Registration	13
PRIMARY FACILITIES AND STAFF SUPPORTING THE CITY OF COSTA MESA:	14
Key Contact	14
References	15
KEY PERSONNEL	17
Contract Management Team	17
Field Maintenance Team	18
Primary Technician	18
Backup Technician	18
IMSA Certifications	19
Additional Staffing	19
SUBCONTRACTORS	19
FINANCIAL CAPACITY	20
COST PROPOSAL	20
DISCLOSURES	20
SAMPLE MAINTENANCE SERVICES AGREEMENT	20
REQUIRED FORMS – (DOES NOT COUNT TOWARDS PAGE COUNT)	21
Appendix C – Forms	21
DELEGATION OF APPROVAL AUTHORITY	

December 15th, 2021



Stephanie Urueta Finance Department City of Costa Mesa 77 Fair Drive, 1<sup>st</sup> Floor Costa Mesa, CA 92626

### RE: Proposal for: Traffic Signal Maintenance Services (RFP 22-11 / C03983)

Ms. Urueta,

Yunex LLC (a Siemens Business) would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signal Maintenance and Repair Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 180-days from the date of submission, December 15<sup>th</sup>, 2021.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17<sup>th</sup>, 2021. Yunex LLC is a wholly owned subsidiary of Siemens Mobility, Inc. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex LLC's local office is located at: 1026 E. Lacy Ave., Anaheim, CA 92805, which is located just 15 miles from the Costa Mesa City Hall, near Disneyland. All account management and field staff assigned to this contract will be based out of this office. Contact information: (714) 456-9902 (office) / (714) 456-9905 (fax).

Yunex LLC (formerly Siemens Mobility, Inc.) has been successfully servicing this contract for the City of Costa Mesa since 03/01/2011 (over 10 years); therefore, we believe we are well-versed in the city's equipment, staff, operations, and expectations.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to continuing to serve the needs of the City of Costa Mesa and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Steven Teal Director of Service 1026 E. Lacy Ave. Anaheim, CA 92805 (714) 456-9902 Office (714) 456-9905 Fax steven.teal@siemens.com Yunex LLC

Michael J. Hutchens Operations Manager 1026 E. Lacy Ave. Anaheim, CA 92805 (714) 456-9902 Office (714) 456-9905 Fax michael.hutchens@siemens.com

# **Background and Project Summary Section**

### Our Past

Founded by Werner Von Siemens (pictured right) in 1847, Yunex Traffic (a Siemens Business) has become a global powerhouse in electronics and electrical engineering, operating in the industry, energy, and healthcare sectors. Siemens AG (Berlin and Munich) entered the traffic industry market in 1924 with the implementation of the first signal system with red, yellow, and green in Berlin, Germany. Innovation continued when Siemens introduced the first centrally controlled light signal system in 1926 and a tradition of developing ground-breaking technology in the traffic industry began. With its many years of presence in the world markets, Yunex Traffic possesses extensive international know-how and proven technical platforms in the areas of traffic management and guidance.



Yunex Traffic entered the US transportation market in 1995 through the acquisition of two industry leaders in the United States: Eagle Traffic Control Products and Gardner Transportation Systems. In 2010 Siemens acquired Republic ITS, a U.S. leader in traffic signal and streetlight maintenance services to enhance its presence in the intelligent traffic solutions (ITS) market in the USA. With these business acquisitions, along with our extensive dealer network, Yunex Traffic can solve traffic problems throughout the country and around the world.







### **Our Present**

Yunex Traffic currently services over 14,000 traffic signalized intersections and 560,000 streetlights under long-term maintenance agreements nationwide. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Yunex Traffic has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Yunex Traffic (formerly Siemens Mobility, Inc., Republic ITS, & Signal Maintenance, Inc.) has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in California alone Yunex Traffic maintains intersections for over 115 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons.

### **Our Future**

At Yunex Traffic we are always looking to the future and for our ITS division, the future is bright. With infrastructure improvement being the focus for many municipal governments these days, it is imperative that Yunex Traffic stays on the cutting edge of technology to remain relevant. Whether the agency is looking for connected vehicle, smart street lighting solutions, service/ support contracting, ITS software and controllers or complete infrastructure management, Yunex Traffic is constantly evolving the industry. We look to the future with the foresight that can only be gained through 174 years of experience and more importantly, we aim to shape it.

### **Project Summary**

Yunex Traffic is uniquely qualified to achieve the goals and targets that have been established by the City of Costa Mesa in this RFP. Our core business is traffic signal and streetlight maintenance and repair services. We have a long history of providing exceptional traffic solutions and services for municipal agencies throughout the United States.

### **Our experience:**



Yunex Traffic continues to successfully execute long-term service agreements in over 200 communities nationwide, which include maintenance programs for:

- 14,000 Signalized Intersections
- 560,000 Streetlights



In California, Yunex Traffic maintains traffic signals and street lighting for 115 communities, encompassing:

- 4,000 Signalized Intersections
- 100,000 Streetlights

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Yunex Traffic can provide unparalleled expertise and outstanding value in traffic signal and street lighting related services. Among the most beneficial:

- ✓ Yunex Traffic has been successfully servicing this contract for the City of Costa Mesa since 03/01/2011 (over 10 years); therefore, we believe we are well-versed in the city's equipment, staff, operations, and expectations
- ✓ Yunex Traffic has the largest workforce of IMSA Level III Certified Technicians, NEC Certified Electricians, and construction personnel in the industry. All technicians are assigned vehicles which are taken home daily to ensure rapid response in case of emergency. Yunex Traffic employees live in geographical areas, which allow them to respond quicker than our competition. This provides our customers with the most efficient response times in the industry.
- ✓ Yunex Traffic has strategically positioned field offices with an abundance of inventory and technical resources, should the need arise.
- ✓ Yunex Traffic owns and operates approximately 100 service vehicles of various types and sizes in the State of California, the bulk of which are in Southern California. Yunex Traffic currently has 3 cranes in Southern California, which are stationed for quicker response times.
- Yunex Traffic will provide and maintain emergency service response on a three hundred and sixty-five (365) day basis, including all holidays.

In conclusion, Yunex Traffic is focused on delivering what your city needs the most today; safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the city of Costa Mesa and its residents. Whether you choose to commute by foot, bike, car, bus, or light rail, Yunex Traffic management solutions can help you arrive safely, more efficiently and with less impact on the environment.

# **Method of Approach**

### **Our Understanding**

It is always the goal of Yunex Traffic is to hone our service around a customer's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all our contracts with the same simple vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing these common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Costa Mesa.

We understand that the general scope of the work to be done consists of maintaining the city's traffic signal system, which consists of Routine Maintenance, Extraordinary Maintenance, and Emergency Repair Services. Yunex Traffic will have available and readily accessible qualified personnel, all required tools, equipment, apparatus, facilities, and material and will perform all work necessary to maintain in good workmanlike manner, all city owned traffic signals, as outlined in the Scope of Work and in compliance with current City and State Standards.



### **Our Approach / Response Times**

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with the proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled/non-emergency repairs are initiated by calling our tollfree emergency phone number **1-800-229-6090** (live dispatcher 24 hours a day, 7 days a week), report the traffic signal location, the problem, and leave your call back information. Our dispatcher will create a work order in our visual planning board. Once the work order is released by our dispatcher it will immediately transfer to our technicians' queue on their Android or Apple device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. The technician will arrive at the location within the contracted response time to assess and correct the reported problem. Once the problem is corrected, the technician will inform the Customer of the repair actions.

Throughout the term of this agreement, Yunex Traffic will provide and maintain emergency service response on a twenty-four (24) hour, three-hundred and sixty-five (365) day basis, including all holidays. All personnel for Yunex Traffic that may be dispatched will have continuous communication access through cellular phone. **The response time for emergency calls will not exceed thirty minutes (30) minutes** as noted in the RFP. In cases of major malfunction or damage, Yunex Traffic will contact the Public Works Department to receive further direction.

### **Scope of Work**

THIS SCOPE OF WORK defines terms of a five (5) year contract for maintenance of traffic signals, safety lighting, closed circuit television cameras (CCTV), flashing crosswalks, radar speed signs, flashing beacons, battery backup systems (BBS), field communications equipment, and associated traffic safety devices under the City of Costa Mesa jurisdiction, herein after referred to as "CITY".

Services provided will be as follows:

# **SECTION I. GENERAL**

# A. QUALIFICATIONS

Yunex LLC here in after referred to as "Company" will have available and readily accessible all required tools, materials, equipment, apparatus, facilities, and skilled labor services to perform all work necessary to maintain the various traffic facilities in a good workmanlike manner.

All work, materials and equipment will conform to current Caltrans Standard Plans and Specifications, the California Manual of Uniform Traffic Control Devices (CA MUTCD), the International Municipal Signal Association (IMSA), and CITY Standards.

Yunex LLC will provide at least one full-time signal maintenance technician certified as a Level II Traffic Signal Technician by IMSA with bucket truck for CITY traffic maintenance purposes. Yunex LLC will available adequate skilled personnel and proper lab testing facilities to perform inspection and repair of signal cabinets, controller assemblies, auxiliary equipment, and traffic control appurtenances.

Yunex LLC will always have on hand at least three of each of the following spare equipment:

- Econolite Cobalt controllers.
- NEMA conflict monitors with LED display, as needed for replacement.
- Etherwan ethernet switch, model EX78802-0VBT

Yunex LLC will maintain a single local telephone number where we can be directly reached daily on a twenty-four (24) hour basis for emergency service for response to damage, malfunctions, or to correct conditions that may create a public hazard. Response service to specified location will be within thirty (30) minutes to correct malfunction, damage, or risk to public safety. Yunex LLC's telephone number will be made available to all persons designated by CITY.

### B. RECORDS

- Intersection Records: Yunex LLC will maintain at each intersection a permanent service record documenting all ongoing work, operations and hardware malfunctions, repair, and configuration work. The record will log both monthly preventive maintenance and all extraordinary maintenance work and specify the date and nature of all repairs to the controller assembly and field hardware. Serial numbers of controller units will be logged when laboratory maintenance is required. The intersection maintenance record will be in a format acceptable to the CITY and retained by Yunex LLC for a seven-year period. Separate signal timing and hardware documents will additionally be retained in each cabinet, including a cabinet wiring diagram, signal phase and pedestrian timings, detectors, interconnect equipment, preempt control, etc.
- 2. <u>Office Records</u>: Yunex LLC will maintain a complete record of all laboratory repairs to controllers and hardware showing all parts or components replaced with serial numbers. Each service truck will keep a daily record covering time chargeable for each twenty-four (24) hour period. This record will include the time and day work was performed at each intersection and a description of the work, equipment and manpower provided.

3. <u>Activities Report:</u> A monthly activities report will be submitted to the City Transportation Services Division by the fifteenth working day of each month in conjunction with the monthly billing statement. The report will include a complete record of all work performed for CITY during the prior month. This compiled record will include the location, day and time of each separate service, the reason for the service, whether routine, extraordinary or emergency, and the number of staff hours and equipment for each service. Copies of laboratory reports showing repairs to controller, detector, conflict monitor units, etc., will be included in the activities report. Yunex LLC and the City Transportation Services staff will meet to review the report at a mutually agreed upon lime. Immediately prior to each meeting Yunex LLC will deliver to CITY a copy of the "Activities Report."

## SECTION II. ROUTINE MAINTENANCE

Yunex LLC will provide a program of continued comprehensive preventive maintenance (PM) to eliminate or reduce the incidence of malfunctions, promote public safety, reduce public complaints, and extend the longevity of equipment.

On a monthly basis, each signalized intersection, BBS unit, HAWK signal and flashing stop sign will be inspected, based on the following maintenance program. CITY will compensate Yunex LLC monthly at the unit bid prices defined in the Fee Proposal. Said price will include all services rendered for labor, materials, equipment, overhead and profit. The program will include, but not be limited to, the following:

a) Clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Ensure watertight seal exists on cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.

b) Maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.

c) Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and "flashing don't walk" intervals by chronograph or stopwatch.

d) Check voltage at main power supply. Verify tightness of connectors at power panel, ground buss, loop, and field terminal panels.

e) Check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, and bicycle push buttons. Check that the video detection and components are working and detecting vehicles and bicyclists properly.

f) Check operation of the signal conflict monitor every six months by shorting / conflicting the field output terminals for vehicle and pedestrian phases, or by City approved method. Yunex LLC will submit detailed report of findings for each signal conflict monitor unit to City upon completion of tests.

g) Visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.

h) Field inspect signal poles, traffic signal, pedestrian heads, and Light Emitting Diode **(LED)** quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.

i) Test each BBS unit by bypassing existing electrical service and power signal directly from BBS during each intersection PM. Verify battery condition and voltage continuity.

j) Maintain monthly log of BBS test results and City will be notified of any deficiencies affecting BBS unit performance.

k) Yunex LLC will perform a monthly maintenance inspection of each flashing traffic control system (flashing stop signs) in the city based on the following:

• If applicable, clean cabinet inside and outside and remove any foreign material.

- If applicable, check power supply voltage, solar equipment, and replace any batteries as necessary.
- If applicable, clean and wipe down solar panels to ensure continuous power is generated.
- If applicable, check settings for on/off timing, flashing rate, flashing duration, and time of day.
- If applicable, maintain all digital time clocks to National Bureau of standards time.
- If applicable, observe each pole, bead, traffic control sign, etc., and remove foreign material.
- If applicable, check push button condition and replace push button if necessary.

I) Yunex LLC will perform a monthly maintenance inspection of each pedestrian hybrid beacon (HAWK signal) system in the city based on the same methods used for signalized intersections.

m) Immediately correct all safety deficiencies found during inspection and schedule nonemergency work, which will be completed within 14 calendar days.

n) In carrying out the above-described tasks, Yunex LLC will immediately notify the CITY of any conditions that constitutes a public hazard or may affect efficient signal timing or coordination. Yunex LLC will repair or replace parts and lamps and keep all traffic systems hardware in good working condition.

o) CITY traffic signals, flashers and CITY-owned streetlights will be inspected by Yunex LLC once per month at night (night-ride). A list of all burned-out or malfunctioning signals, illuminated street name signs, flashers and street lighting will be submitted to the CITY directly following the monthly night patrol. Upon City receipt and approval of listed repair work, repairs will be performed within 5 business days.

### SECTION III. EXTRAORDINARY MAINTENANCE

Extraordinary maintenance includes work tasks to repair/replace defective or obsolete equipment and perform modification work not directly covered by routine maintenance. Work will be performed at the direct request of CITY unless emergency or public safety conditions require a direct response. Should emergency or public safety conditions exist, Yunex LLC will undertake immediate repairs. Extraordinary maintenance includes the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, power outage, street construction, or excavation.
- Maintenance of safety lighting at signalized intersections.
- Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
- Upgrades or installations as directed by the CITY.
- Replace damaged loop detectors including sawcut and lead-in conduit.
- Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications.

• Repainting of signal heads, backplates, visors, frameworks, pedestrian push button housing and signs, electric meter service cabinets, and controller cabinets as directed by the CITY. Controller cabinets will be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.

• Maintenance of City-owned streetlights as directed by the CITY.

• Maintenance of City-owned electronic radar speed feedback signs, rectangular rapid flashing beacons (RRFB's), flashing beacons, flashing crosswalks, and associated equipment as directed by the city.

• Maintenance of City-owned CCTV, GPS EVP, signal interconnect (SIC), single-mode fiber-optic (SMFO) cable, and associated communication and ITS equipment and infrastructure as directed by the city.

Notification: Yunex LLC will contact the Transportation Services Manager or representative regarding any extraordinary maintenance work and seek prior approval before the work is scheduled. Yunex LLC will notify Transportation Services by telephone at least four (4) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response. No permanent or temporary change of control mechanisms will be performed without prior approval of the CITY. When equipment is removed from the controller cabinet, the CITY will be notified by phone within 24 hours or the next working day.

Emergencies: Yunex LLC will respond immediately to emergency calls such as a total blackout, when directed by the CITY, and dispatch the qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The replacement of burned-out signal lamps, internally illuminated street name sign lamps, or safety lights need not be on an emergency basis provided at least two signal indications operate for each direction of travel, or two intersection safety lights remain functional. Replacement of these items will be in a routine manner within 5 days. For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control will apply:

- Yunex LLC will dispatch qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. Yunex LLC's vehicles will carry traffic cones, flashing arrow boards, traffic warning and stop signs, etc., which will be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Transportation Services Manager or representative. Yunex LLC will conform to Caltrans and CA MUTCD Standards for all emergency and routine work.
- 2. If no police officer is present and temporary stop signs have been set up when Yunex LLC arrives at the site, Yunex LLC will set up more traffic warning and control devices, as deemed necessary, and proceed to repair the signal. After the signal is back to normal operation, Yunex LLC will remove all the temporary traffic control devices and promptly return devices owned by CITY to the CITY Yard.
- 3. If a police officer is at the site when Yunex LLC arrives, Yunex LLC will quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while Yunex LLC repairs the signal. If the repair will take longer than the officer can wait, Yunex LLC will immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

### Section IV. Hardware Maintenance and Operations

Yunex LLC will repair, replace, or otherwise render in good working order all defective parts of the traffic control equipment with like make and model parts as the need arises and as directed by the CITY. Controller mechanisms, auxiliary equipment, and appurtenances such as detectors, MMU conflict monitors, BBS and related items will be serviced and overhauled as recommended by the manufacturer.

Overhaul will include cleaning, lubrication, testing, timing checks, necessary adjustments replacement of non-functioning or degraded lamps, LED lights and other hardware. All equipment will be maintained as recommended by the manufacturer. Certifications, warranties, and product types for new hardware will be furnished to the city.

# **Proposed Schedule**

	Costa Mesa - Traffic Signal Mainter Project Lea	ad: City of C		e,reusie	-			-	
_		te: 2/1/202		Tuesday		_	-	_	
WBS	Taske	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yamo:		1	30		20	0	30
0.1	Night Inspection: City Owned Traffic Signals, Bashers, and City-Owned Streetlights (Monthly)	110.00			50	-	40	.0	100
12	Extraordinary Maintenance - As-Needed	-	1			17		11	1
13	Emergency Response - As-Needed	1.			17.1	15 -			P
	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup, Systems, and Flashing LED Stop Signs (Monthly)	Yunex:		- and	31	1	23	0	\$1
2.4	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	( and a construction of the second se				1		-	*1
2.2	Extraordinary Maintenance - As-Needed	-			14.2	4.00	12.1	5.10	
2.3	Emergency Response - As-Needed				JÊ 4,	1000	1.3	5.11	1
1	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup, Systems, and Flashing LED Stop Sitns (Monthly)	YDRex	-		31		21	10	51
5.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	1.5000		-			-		
5.2	Extraordinary Maintenance - As-Needed				£	12		1	
33	Emergency Response - As-Needed			-		1	1		
4	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Vionea			30		22	Ø	30
411	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)		1			-	12	1	
1.2	Extraordinary Maintenance - As-Needed	-	1		1	1	-		
13	Emergency Response - As-Needed	-			1.	-			1.2
5	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	COLUMN A		and the	51		22	10	31
51	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	-12			1	1	12.0	-	
5.2	Extraordinary Maintenance - As-Needed	-			11		12		
5,3	Emergency Response - As-Needed			+	1- 1	1		24	
	Routine Preventative Maintenance: Traffic Signals, Padestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Vunex	-	-	30		21	0	30
8.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	i Milen					21		20
6.2	Extraordinary Maintenance - As-Needed			+	11.1	1.0	1.1	2.1	11 -
5,5	Emergency Response - As-Needed					-			
7	Routine Preventative Maintanance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Morthly)	Vinex		-	31		23	0	61
7.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	1.000			1.1	1	14.1	4.1	
7.2	Extraordinary Maintenance - As-Needed				1	<u>(</u>	1.1	1	
7.3	Emergency Response - As-Needed	-				-	-		1
8	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yones.	and a	100000	31	-	22	0	- 51
8.)	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	-			1.1		1.10	1.11	
82	Extraordinary Maintenance - As-Needed					1			
8.3	Emergency Response - As-Needed		1		1	1			Y
9	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup, Systems, and Flashing LED Stop Signs (Monthly)	y'umo:			29	1	21	0	20
9/1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)	1.00			1.2	1	11		
92	Extraordinary Maintenance - A s-Needed Emergency Response - As-Needed	-			1	-			
9,3	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup	-				-			
10	Systems, and Flashing LED Stop Signs (Monthly)	yuner.	(engly	- mark	51		22	à.	31
10,1	Night Inspection: Gity Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)					1			
10.2	Extraordinary Maintenance - As-Needed	-			1	1		111	
10.2	Emergancy Response - As-Needed	5-6-			1.4	1	1-1		-
11	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup, Systems, and Flashing LED Stop Signs (Monthly)	) unes			30	4	22	Q.	. 80
11.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
11.2	Extraordinary Maintenance - As-Needed			-					
113	Emergency Response - As-Needed	-	-	-	1.1	-	-		
12	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Y brief	-	-	31		22	a	81
12.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Strestlights (Monthly)							-	
12.2	Extraordinary Maintenance - As-Needed		1		11				
12.3	Emergency Response - As-Needed	1				-			

### What Sets Yunex Traffic Apart

Though there are many reasons we feel that we are the best choice, listed on the following pages are just some of the highlights that we feel we make us the better prepared and more qualified service provider to continue to serve the needs of the City of Costa Mesa.

### **Communication and Teamwork**

At Yunex Traffic, we are your partner. Our project management team as well as our field personnel will be in constant communication with City representatives, and we will follow all communication/notification requirements as set forth and agreed upon. Routine meetings will be key to ensure that everyone is on the same page, not only for system status but to make sure that we are on track with the city's budget and that we are serving the citizens of the City of Costa Mesa to the highest level possible.

Yunex Traffic employees working for the city will always be equipped with any necessary communication devises to keep our city liaison(s) informed. Currently, all our staff is outfitted with an Android or Apple device that will enable them to send, and receive real-time information, as well as text, email, and phone capabilities.

### **Material Inventory**

Yunex Traffic maintains an extensive inventory of new traffic signal equipment including traffic signal poles, controllers, cabinets, signals, LED indications, luminaires, wiring, and most necessary ancillary devices. This extensive inventory combined with our vast experience and testing facilities enables Yunex Traffic to repair or replace damaged equipment expeditiously and professionally.

Yunex Traffic employees will be equipped with all spare parts necessary to place a traffic signal back in operation for all trouble calls. Yunex Traffic will notify the city that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained to accommodate each individual customer's needs. Yunex Traffic continually monitors and modifies inventory levels as required by current maintenance and repair.

### **USA Dig Alert**

Yunex Traffic has in-house underground utility locators that will respond to all Underground Service Alert (USA) requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which may conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.





### **Employee Activity Tracking**

Yunex Traffic utilizes an in-house application and management system that enables our contract management team to track individual employee utilization and production. This system is directly tied to our payroll system which ensures 100% accuracy for hours paid to our employees and charged to our customers for work performed. In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

COUNT-DOWN PPB AND DIRE	* CALLER: PD MAGED EQUIP SEC. PV HEAD I COMBO M8 LI ECTIONAL PLA	PMENT. S WITH ED. RE- TE. OLI	rder #: 5002764108 DRILLED & INSTA ARROW LENSES, USED PEDHEAD & D S/H WEREN'T PR H'S IF CITY WANT	LLED NEW 1D 2 R, 2 Y & 2 G PPB ASSY. RI OGRAM. WILL	POLE, PV LEDS, EPLACED FOLOW UP	
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H	@	per H	\$	\$ 0.00	
ELECTRICIAN (OT)	8.000 H	@	per H	\$	\$ 0.00	
ELECTRICIAN (PT)	6.000 H	@	per H	\$	\$ 0.00	
LECTROAN		a	per H	\$	\$ 0.00	
SERVICE BUCKET TRUCK	26.000 H					1
	26.000 H 1 PC		per PC	\$	\$ 0.00	
SERVICE BUCKET TRUCK			per PC Visit Total	s s	\$ 0.00	

### **Safety Training**

Yunex Traffic administers a comprehensive company-wide safety program to ensure that safety on all job sites is the top priority. Our employees are required to read and understand "Safety Rules for the Outside Electrical Industry" by the National Electrical Contractors Association (NECA). Yunex Traffic has a zero-tolerance policy on all safety violations. Yunex Traffic will provide copies of any safety history documentation upon request.

Yunex Traffic employees are given CPR and First Aid training to provide treatment in the event of an emergency. We believe it is critical that members of our field staff are properly trained and enabled to help both themselves and others in the event of an emergency.





### **Information Technology**

### Service Business Platform @ITS

Yunex Traffic has rolled out a new service tool called Service Business Platform (SBP), which is a proprietary management system designed to effectively manage all service order progress and remotely update our ERP system (SAP) as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SIEMENS Welcome to Service Business Platform @ ITS ~ ( Rece A Diama 1 B Dashboard Schedule Boar 12 cover 1 Work Or R<sup>R</sup> Bookings RE Red Time Entries C On-Call Group Time Off Reque C Transaction Los Account R Contacts
- SBP keeps historical records for every location which allows

the technicians an additional resource when troubleshooting.

- > When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

### **Customer Portal**



The SBP Customer Portal gives our customers access to:

- > Monitor real-time status of routine maintenance and service calls
- > Location history (sort/filter by date, location, call type, etc.)
- > Overall historical maintenance and repair data
- > Real-time equipment inventories, maps, event reporting
- > Asset management (including digital photographs, GIS data, etc.)
# **Qualifications & Experience of Yunex LLC**

# **Contractor's License / Public Works Contractor Registration**

Yunex Traffic is a corporation, incorporated in the State of Delaware on February 17<sup>th</sup>, 2021. Yunex Traffic has over 40 years of previous experience under Siemens Mobility, Inc., Republic ITS, and Signal Maintenance, Inc. Yunex Traffic is a wholly owned subsidiary of Siemens Mobility, Inc. Our **federal tax employer I.D. number is 86-2136678** and our corporate address is: 9225 Bee Cave Road, Building B, Austin, TX 78733. Corporate officer information has been included in the required forms "Appendix C" under "Vendor Application Form".

Yunex Traffic is an electrical contracting firm who is California licensed and bonded as an **A & C-10 contractor (License #1080007 – expiration 08/31/2023).** Our company specializes in construction and maintenance of traffic signals, streetlights, and associated equipment. Yunex Traffic's national staff of 200+ employees include an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA, and numerous industry manufacturer and systems certifications.



# Primary Facilities and Staff Supporting the City of Costa Mesa:

If re-selected, all contract management, coordination and field technicians will be based out of this office:

# Yunex – Anaheim, CA Office (est. 2018)

Warehouse, Office, & Contract Administration 1026 E. Lacy Ave Anaheim, CA 92805 Phone (714) 456-9902 Fax (714) 456-9905



**Our Anaheim location is located just 15 miles from Costa Mesa City Hall** near Disneyland. The warehouse at this location stocks over \$500,000.00 in inventory including new controllers, cabinets, signals, LED indications, luminaires, wiring, and most necessary ancillary devices. Though most of our staff keeps plenty of equipment on their trucks, if the need arises, this location can be easily accessed around the clock 365 days a year as a source of additional inventory. We also have our Riverside location east of the city near the intersection of the 91 and 60 freeways, which houses another \$600,000.00 in readily available equipment as an additional resource.

# Other Local Yunex Facilities:

## Yunex – Riverside, CA Office

Warehouse, Office, & Testing Facility 2250 Business Way Riverside, CA 92501 Phone (951) 784-6600 Fax (951) 784-6700



# Yunex - San Diego, CA Office Warehouse, Office, & Contract Administration 1820 John Towers Ave., Suite A El Cajon, CA 92020

Phone (619) 562-1104 Fax (619) 562-1125



## **Key Contact**

During the evaluation, if the city should have any inquiries regarding this proposal, please feel free to contact:

Michael J. Hutchens Operations Manager 2250 Business Way, Riverside, CA 92501 Office (951) 784-6600 / Fax (951) 784-6700 Email: <u>michael.hutchens@yunextraffic.com</u>

# References

\*

Yunex Traffic has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. We have an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's infrastructure and strive to exceed our customer's expectations.

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Email Address	Customer Since	Contract Status	Contract Amoun
Alhambra. City of	111 South First St Alhambra, CA 91801	On-Call Traffic Signal Maintenance	Ed Wright	(626) 570-5062	EWRIGHT@cityofalhanbra.org	Jun-07	Ongoing	\$15,000.00
	201 South Anaheim Boulevard Suite	On-Call Traffic Signal	John Thai	(714) 765-5202	ithai@anaheim.net			Contraction of the
knahelm, City of	502 Anaheim, CA 92805	Maintenance	Jeff Swanson	(714) 412-9233	jswanson@anaheim.net	Oct-04	Ongoing	\$1,080,000.00
opple Valley, Town of	14955 Dale Evans Pkwy Apple Valley, CA 92307	Traffic Signal Maintenarice	Mike Cadey	(760) 240-7000 Ext7576	mcady@applevalley.org	Oct-04	Ongoing	\$183,395.00
ucadia, City of	11800 Goldring Road Arcadia, CA 91066	On-Call Traffic Signal Maintenance	Tyler Polidori	(626) 256-2710	tpolidori@arcadiaca.gov	Oct-04	Origoing	\$44,470.00
krtesia, City of	18747 Clarkdale Ave. Artesia, CA 90701	Traffic Signal Maintenance		(562) 865-6262		Dec-97	Ongoing	\$25,000.00
zusa, City of	213 E. Foothills Blvd. Azusa: CA 91702	Traffic Signal Maintenance	Daniel Bobadilla	(626) 812-5264	dbobadilla@ci.azusa.ca.us	Sep-88	Ongoing	\$65,000.00
laldwin Park, City of	14403 E. Pacific Ave Baldwin Park, CA 91706	Traffic Signal Maintenance	David Lopez	(626) 960-4011 Ext 458	dlopez @baldwinpark.com	Oct-18	Ongoing	\$140,000.00
lanning, City of	99 Ramsey Street Banning, CA 92220	Traffic Signal Maintenance	Laurie Sampson	(951) 922-3139	lsampson@cl.banning.ca.us	Feb-96	Ongoing	\$25,000.00
arstow, City of	220 East Mountain View St, Suite A Barstow, CA 92311	Traffic Signal Maintenance	Tom Alva	(760) 255-5141	talva@barstowca.org	May-11	Ongoing	\$245,670.00
al Poly Pomona	3801 West Temple Avenue Pomona, Ca. 91768	Traffic Signal Maintenance	Christopher Norris	(909) 869-4267	cinorris@cpp.edu	Jul-10	Ongoing	\$1,000.00
alabasas, City of	100 Civic Center Way Calabasas, CA 91302	Traffic Signal Maintenance	Benjamin Chan	(818) 224-1600	bchan@cityofcalabasas.com	Jun-11	Ongoing	\$50,000.00
Calimesa, City of	Calabasas, CA 91302 908 Park Avenue Calimesa, CA 92320	Traffic Signal Maintenance	Margaret Monson	(909) 795-9801 Ext235	pworks@cityofcalimes.net	Oct-04	Ongoing	\$25,000.00
arisbad, City of	405 Oak Ave	Contract Repair Work As	Doug Bilse	(760) 602-7504	doug bilse@carlsbadca.gov	Apr-18	Ongoing	TBD
athedral City, City of	Carlsbad, CA 92008 68700 Avenido Lalo Guerrero	Traffic Signal Maintenance	Tam Tran Deanna Pressgrove	(760) 602-2736	tam.tran@carlsbadca.gov DPressgrove@cathedralcity.gov	Jul-18	Ongoing	\$100,000.00
Chino, City of	Cathedral City, CA 92234 13220 Central Ave	Traffic Signal Maintenance	Mario Flores	(909) 591-9828	mflores@cityofchino.org	Jul-12	Ongoing	\$918,374.00
Colton, City of	Chino, CA 91710 650 No La Cadena Drive	Traffic Signal Maintenance	Victor Ortiz	(909) 370-5065	vortiz@coltonca.gov	Jul-08	Ongoing	\$87,120.00
	Colton, CA 92324 2535 Commerce Way		-	(323) 722-4805	2			\$50,000.00
commerce. City of	Commerce, CA. 90040 1825 Strand Way	Traffic Signal Maintenance	Gina Nila Ed Walton	Ext 2839 (619) 522-7385	ginan@ci.commerce.ca.us ewalton@coronado.ca.us	Oct-04	Ongoing	
Coronado, City of	Coronado, CA 92118	Traffic Signal Maintenance	Dave Johnson	(913) 522-2425	djahnson@coronado.ca.us	Nov-17	Ongoing	\$25,000.00
Costa Mesa, City of	PO Box 1200 COSTA MESA CA 92626	Traffic Signal Maintenance	Mike Sampson	(714) 754-5017	michael.sampson@costamesaca.gov	Mar-11	Ongoing	\$347,016.00
udahy, City of	5220 Santa Anna Street Cudahy. CA 90201	Traffic Signal & Streetlight Maintenance	Aaron Hernandez- Torres	(323) 773-5143 Ext 228	ahernandez@cityofcudahyca.gov	Jun-85	Ongoing	\$15,000.00
Cypress, City of	5775 Orange Ave. Cypress. CA 90630	Traffic Signal Maintenance	Nick Mangkalakiri	(714) 229-6729	N.Mangkal@cypressca.org	Oct-18	Ongoing	\$385,000.00
Dana Point, City of	33282 Golden Lantern Dana Point, CA 92628	Traffic Signal Maintenance	Matt Sinacori	(949) 248-3574	msinacori@danapoint.org	Jui-02	Ongoing	\$35,000.00
Desert Hot Spirngs, City of	65950 Pierson Blvd Desert Hot Springs, CA 92240	Traffic Signal Maintenance	Scott Wittig	(760) 329-6411	swittig@cityofdhs.org	Mar-11	Ongoing	\$4,000,00
Diamond Bar, City of	21825 E. Copley Drive Diamond Bar, CA 91765	Traffic Signal Maintenance	David Liu Christian Malpica	(909) 839-7041 (909) 839-7042	Dliu@diamondbarca.gov CMalpica@diamondbarca.gov	Sep-00	Ongoing	\$150,000.00
Cajon, City of	200 E Main St. El Cajon, CA 92020	SL Retrofit Contract/ No Maintence at this time	Mario Sanchez	(619) 441-1651	msanchez@cityofelcajon.us	Apr-18	Origoing	\$18,995.00
Monte, City of	3527 Santa Anita El Monte, CA 91731	On-Call Traffic Signal Maintenance	Vincent Ramirez	(626) 580-6256	vramirez@elmonteca.gov	Dec-17	Ongoing	\$25,000.00
ountain Valley, City of	PO Box 8030 Fountain Valley, CA 92728	Traffic Signal Maintenance	Temo Gaivez John Nguyen	(714) 593-4517 (714) 593-4443	temo.galvez@fountainvalley.org john.nguyen@fountainvalley.org	Oct-00	Ongoing	\$100,000.00
ullerton City of	303 W. Commonwealth	Traffic Signal Maintenance	Dave Langstaff	(714) 738-6858	davel@ci.fullerton.ca.us	Apr-18	Ongoing	\$125,000.00
Sarden Grove. City of	Fullerton, CA 92832 PO Box 3070	On-Call Traffic Signal	Jose Vasquez	(714) 719-0278	josev@ci.garden-grove.ca.us	Feb-1Z	Ongoing	\$300,000.00
Sardena, City of	Garden Grove, CA 92840 1700 West 162nd Street	Maintenance On-Call Traffic Signal	Jon Felix	(310) 217-9642	jfelix@ci.gardena.ca.us	Sep-98	Ongoing	\$5,000.00
Golden Rain Foundation	Gardena, CA 90247 PO Box 3519	Maintenance Traffic Signal Maintenance	Mark Weaver	(562) 431-6586	markw@lwsb.com	Dec-91	Ongoing	\$5,000.00
lermosa Beach, City of	Seal Beach, CA 90740 1315 Valley Drive	On-Call Traffic Signal						\$1,000.00
	Hermosa Beach, CA 90254 15776 Main Street	Mainténance On-Call Traffic Signal	Ells Freeman	(310) 318-0259	efreeman@hermosabch.org	Sep-98	Ongoing	600000
lesperia. City of	Hesperia, CA 92345 27215 Base Line	Maintenance	Scott Smith	(760) 947-1814 (909) 864-8732	ssmith@cityofhesperia.us	Jul-03	Ongoing	\$15,000.00
lighland, City of	Highland, CA 92346 2000 Main St	Traffic Signal Maintenance	Carlos Zamano	Ext 254	czamano@cityofhighland.org	Jul-02	Ongoing	\$5,000.00
duntington Beach. City of	Huntington Beach, CA 92648	Streetlight Maintenance	Bob Stacheiski	(714) 536-5523	bstächelski@surfcity-hb.org	Jul-17	Ongoing	\$2,250,000.00
ndio, City of	93-101 Avenue 45 Indio, CA 92201	On-Call Traffic Signal Maintenance	Ricardo Mercado	(760) 625-1817	rmercado@indio.org	Jul-06	Ongoing	\$25,000.00
	6427 Oak Canyon #3	Traffic Signal Maintenance	Toan Nguyen	(949) 724-6000	tnguyen@cl.irvine.ca.us			1

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Email Address	Customer Since	Contract Status	Contract Amount
La Habra, City of	201 West La Habra Blvd La Habra, Ca. 90633	Traffic Signal Maintenance	Michael Plotnik	(562) 383-4162	mplotnik@lahabraca.gov	Jul-10	Ongoing	\$93.000.00
La Puente, City of	15900 E. Main Street	Traffic Signal Maintenance	Ricardo Carrillo	(626) 855-1500	rcartillo@lapuente.org	Jan-09	Ongoing	\$55,000.00
La Quinta, City of	La Puente, CA 91744 78-495 Calle Tampico	On-Call Traffic Signal	Kris Gunterson	(760) 777-7051	kgunterson@la-quinta.org	Sep-08	Ongoing	\$1,000.00
Laguna Beach, City of	La Quinta, CA 92253 505 Forest Ave	Maintenance SL Maintence	Wade Brown	(949) 497-0360	wbrown@lagunabeachcity.net	Feb-18	Ongoing	\$40,000.00
	Laguna Beach, CA 92651 30111 Crown Valley Rkwy					1		
Laguna Niguel, City of	Laguna Niguel, CA 92677 24300 Narbonne	Traffic Signal Maintenance Traffic Signal & Streetlight	Edgar Abrencia	(949) 362-4338	Eabrencia@cityoflagunaniguel.org	Nov-16	Ongoing	\$165,000.00
Lomita, City of	Lomita, CA 90717 23815 Stuart Ranch Road	Maintenance	Virginia Lortz	(310) 325-9830	v.lortz@lomitacity.com	Feb-03	Ongoing	\$5,000,00
Malibu, City of	Malibu, CA 90265	Traffic Signal Maintenance	Travis Hart	(310) 456-2489 Ext 341	thart@malibucity.org	May-98	Ongoing	\$7,920.00
Maywood, City of	4319 East Slauson Avenue Maywood, CA 90270	Traffic Signal Maintenance	Art Ramirez	(310) 562-5723	art.ramirez@cityofmaywood.org	Aug-79	Ongoing	\$20,000.00
Monrovia, City of	600 South Mountain Avenue Monrovia, CA 91016	Traffic Signal Maintenance	Sean Sullivan	(626) 932-5522	ssullivan@ci.monrovia.ca.us	Jul-87	Ongoing	\$20,000.00
Montebello, City of	1600 West Beverly Blvd. Montebello, CA 90640	Traffic Signal Maintenance	Sam Kouri	(323) 887-1462	Skouri@cityofmontebelio.com	Sep-99	Ongoing	\$150,000.00
Moorpark, City of	799 Moorpark Ave. Moorpark, CA 93021	Traffic Signal Maintenance	Ashraf Rostom	(805) 208-5669	Arostom@MoorparkCA.gov	Jul-87	Ongoing	\$20,000.00
Newport Beach, City of	3300 Newport Blvd. Newport Beach, CA 92663	Traffic Signal Maintenance	Bryan Loo	(949) 644-3324	bloo@newportbeachca.gov	Oct-04	Ongoing	\$280,000.00
Newport Beach, City of	PO Box 1768	Streetlight Maintenance	Jim Auger	(949) 644-3324	jauger@newportbeachca.gov	Aug-17	Ongoing	\$280,000.00
Norco, City of	Newport Beach, CA 92660-3267 1281 Fifth Street	Traffic Signal Maintenance	Dave Ichikawa Chad Blais	(949) 718-3431 (951) 270-5678	dichikawa@newportbeachca.gov cblais@ci.norco.ca.us	Dec-06	Ongoing	\$25,000.00
Ontario, City of	Norco, CA 92860 303 E. B Street	Traffic Signal Maintenance	Johnson Hua	(909) 395-2131	jhua@ontarioca.gov	Jul-06	Ongoing	\$497,124.50
	Ontario, CA 91764 303 E. B Street							
Ontario, City of	Ontario, CA. 91764 637 W. Struck	Streetlight Maintenance	Patrick Malloy	(909) 395-2612	pmalloy@ontarioca.gov	Oct-04	Ongoing	\$568,485.00
Orange, City of	Orange, CA 92867	On Call TS Maintenance	Jimmy Rocha	(714) 981-9567	jrocha@cityoforange.org	Apr-11	Ongoing	\$40,000.00
Orange County Transportation Authority	550 South Main Street Orange, CA. 92863	Call Box Maintenance	Patrick Sampson	(714) 560-5425	psampson@octa.net	90-lut	Ongoing	\$300,000.00
Paim Desert, City of	73510 Fred Waring Drive Palm Desert, CA 92260	Traffic Signal Maintenance	Robert Becerra	(760) 346-0611	rbecerra@cityofpalmdesert.org	Feb-06	Ongoing	\$100,000.00
Part Hueneme, City of	746 Industrial Ave. Port Hueneme, CA 93041	Traffic Signal Maintenance	Terri Padilla	(805) 986-6577	tpadilla@cityofporthueneme.org	Jul-96	Ongoing	\$25,000.00
Poway, City of	14467 Lake Poway Road Poway, CA 92064	Park Lighting (Item 15) Street Lighting (Item 10) Traffic Signals (Item 5)	Diane Mann Dona Valentino Mike Bernd	(858) 668-4717 (858) 668-4704 (858) 668-4738	dmann@poway.org dvalentino@poway.org mbernd@poway.org	Jul-13	Ongoing	\$300,000.00
Rancho Cucamonga, City of	10500 Civic Center. Dr. Rancho Cucamonga, CA 91729	Traffic Signal Maintenance	Pat Gallagher	(909) 477-2740 Ext 4109	pat.gallagher@cityofrc.us	Oct-04	Ongoing	\$828,050.00
Rancho Mirage, City of	69-825 Highway 111	Traffic Signal Maintenance	Justin Ruberg	(760) 343-0561 Ext	justinr@ranchomirageca.gov	May-04	Ongoing	\$10,000.00
Rancho Santa Margarita, City	Rancho Mirage, CA 92270 22112 El Paseo	Traffic Signal Maintenace	Terry Gregary	(949)635-1800	tgregory@cityofrsm.org	Aug-16	Ongoing	\$161,139.00
Rialto, City of	Rancho Santa Margarita, CA 92688 335 W. Rialto Ave	LED Streetlight Conversion	Azzam Jabsheh	Ext6102 (909) 820-2525 Ext	ajabsheh@rialtoca.gov	May-17	Ongoing	\$1,420,230.54
Rolling Hills Estates, City of	Rialto,Ca. 92376 4045 Palos Verdes Drive N.	Traffic Signal Maintenance	Greg Grammer	2082	gregg@ci.rolling-hills-estates.ca.us	Feb-99	Ongoing	\$50,000.00
San Bernardino Waste	Rolling Hills, CA 90274 222 West Hospitality	Traffic Signal Maintenance	Steven Thom	(909) 386-9097	steve.thom@dpw.sbcounty.gov	Nov-08	Ongoing	\$15,000.00
San Diego, County of	San Bernardino, CA 92415 5560 Overland Ave Suite 270	Trffic Signal Maintenance	Kristen Mceachron	(858) 505-6367	kristin mceachron@sdcounty.ca.gov	Jul-18	Ongoing	\$405,000.00
	San Diego, CA 92123 117 Macnell Street	On-Call Traffic Signal	Michael Walker	1.2.227.2.2				\$55,000.00
San Fernando, City of	San Fernando, Ca. 91340 2200 Huntington Drive	Maintenance		(818) 898-1297	Mwalker@sfcity.org	Oct-04	Ongoing	
San Marino, City of	San Marino, CA 91108 970 Ventura St.	Traffic Signal Maintenance	Dean Werner	(626) 960-1889	Dwerner@SanMarinoCA.gov	Jan-93	Ongoing	\$25,000.00
Santa Paula, City of	Santa Paula, CA 93060	Traffic Signal Maintenance	John Ilasin	Ext 307	jilasin@spcity.org	Jun-06	Ongoing	\$100,000.00
Seal Beach, City of	211 Eighth Street Seal Beach, CA 90740	Traffic Signal Maintenance	David Spitz	(562)431-2527 Ext1331	dspitz@sealbeachca.gov	Oct-04	Ongoing	\$49,761.00
Shafter, City of	336 Pacific Avenue Shafter, Ca 93263	Traffic Signal Maintenance	Michael James	(661) 746-5002 Ext118	mjames@shafter.com	Mar-92	Ongoing	\$2,500.00
Simi Valley, City of	2929 Tapo Canyon Road Simi Valley, CA 93063	Traffic Signal Maintenance	Dave Medina	(805) 583-6700	dmedina@simivalley.org	Aug-03	Ongoing	\$200,000.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Traffic Signal Maintenance	Steve Kerr	(858) 720-2400	skerr@cosb.org	Jul-11	Ongoing	\$24,700.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Streetlight Maintenance	Vanessa Rivera	(858) 720-2470	vrivera@cosb.org	Jul-11	Ongoing	\$29,700.00
South El Monte, City of	1415 Santa Anita Ave	Traffic Signal Maintenance	Patrick Lang	(626) 579-6540	plang@cityomontebello.com	Aug-95	Ongoing	\$50.000.00
South Pasadena, City of	South El Monte, CA 91733 825 Mission Street	Traffic Signal Maintenance	Francois Brard	(626) 403-7370	fbrard@sbuthpasadenaca.gov	Mar-87	Ongoing	\$49,000.00
Southern California Edison	South Pasadena, CA 91030 5000 Pacific Coast Highway	Traffic Signal Maintenance	Ruth Nevarez	(949) 368-6131	ruth.nevarez@sce.com	Jan-03	Ongoing	\$2,500.00
	San Clemente, CA 92672 P.O. Box 995		(Ruthie)	(760) 367-7623			1.1.1.1.1.1	
Twentynine Palms, City of University of California, Irvine	Twentynine Palms, CA 92277 200 Public Services Building	Traffic Signal Maintenance	Noel Perdue Daniel Herrera	(909) 824-8531	nperdue@29palms.org dherrer4@uci.edu	Jul-88	Ongoing	\$5.000.00
(UCI) University of California,	Irvine, Ca. 92697 555 Westwood Plaza, Suite 185	Traffic Signal Maintenance Traffic Signal & Count	Kevin Tobin	(949) 624-0967	ktobin@pts.uci.edu	Oct-04	Ongoing	\$50,000.00
Los Angeles (UCLA)	Los Angeles, Ca 90095	Station Maintenance	Riyali Chaudhuri	(310) 206-8564	pchaudhuri@ts.ucla.edu	May-12	Ongoing	\$12,000.00

# Key Personnel

# **Contract Management Team**

If re-selected, Josh Ferras *will continue* to be the Service Account Manager for the City of Costa Mesa. Josh, his Service Coordinator, Jennifer Hall, and the Maintenance Field Supervisor, Fred Molina, will be responsible for maintaining communication with the city regarding daily operation and maintenance of all traffic signal equipment. Our account management team as well as our field staff will work closely with you and your team to ensure that all your requests are being effectively addressed.



#### Joshua Ferras, Service Account Manager

Josh has over 13 years of experience in the Intelligent Transportation Systems Industry related to the installation of traffic signals, street lights, and fiber optic communication in both new construction applications and existing modifications. He has served as a Transportation Systems Journeyman Electrican, Foreman, General Foreman and Superintendent. Josh is well versed in managing construction projects from simple traffic signal modifications to more complex design build or value engineering applications.

Josh is the current Service Account Manager for the Traffic Signal Maintenance Services Contract for the City of Costa Mesa, and has been servicing it since 2020.

#### Experience:

- Service Account Manager, Yunex LLC 2021 to Present
- Service Account Manager, Siemens 2020 to 2021
- Superintendent, Crosstown Electrical & Data, Inc. 2018 to 2019
- General Foreman, Crosstown Electrical & Data, Inc. 2016 to 2018
- Field Foreman, Crosstown Electrical & Data, Inc. 2014 to 2016
- ITS Electrician, Crosstown Electrical & Data, Inc. 2011 to 2014
- ITS Apprentice, Crosstown Electrical & Data, Inc. 2008 to 2011

#### Industry Certifications:

- NEC Certified General Electrician
  - Cert No. 155125
  - Expires 08/03/2024
- Transportation Systems Electrician
- Corning "Certified Fiber Installer"
- Trench & Excavation Safety
- Osha 10 & 30
- Lead Safety & Asbestos Safety



#### Jennifer Hall, Service Coordinator

Jen has over 9 years of experience maintaining customer contracts and providing support to the management and field execution team. She is well versed in many software applications and systems including, but not limited to, Microsoft Excel, Word, Outlook, Live Meeting, SAP ERP systems, Mcompanion, and SharePoint. Jen is responsible for day-to-day coordination, dispatching, Customer billing, and support for Jeff and the field technicians with all other topics.

Jennifer is the current Service Coordinator for the Traffic Signal Maintenance Services Contract for the City of Costa Mesa and has been servicing it since 2014.

Experience:	Other Certifications:
<ul> <li>Service Coordinator, Yunex LLC - 2021 to Present</li> <li>Service Coordinator, Siemens - 2014 to 2021</li> <li>Administrative Support, Siemens - 2012 to 2014</li> </ul>	- Licensed Notary

#### Fred Molina, Maintenance Field Supervisor



Fred has 31 years of experience in traffic signal and street lighting maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with all field elements including, but not limited to: construction, modifications, installations, maintenance, troubleshooting, and repairs to both traffic signal and street lighting systems. Fred will be responsible for supporting the Service Account Management Team with monitoring maintenance field activities, site inspections, and scheduling/supervision of maintenance technicians.

#### Experience:

- Field Supervisor, Yunex September 2021 to Present
- Field Supervisor, Siemens 2019 to 2021
- Traffic Signal and Street Lighting Technician/Inspector, City of Corona 2006-2019
- Technician / Construction Foreman /Area Supervisor, Republic Electric 2001-2006
- Construction Foreman, Computer Service Company 1990-2001
- Your Partner In PUBLIC SAFETY
- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician

### Field Maintenance Team

Yunex Traffic will assign a primary traffic signal technician to handle routine preventative maintenance for the city's traffic signals. Your primary technician will also be responsible for responding to calls outside normal business hours. We will assign an additional traffic signal technician to provide back up support in the event your primary technicians are unavailable (i.e., vacation, sick days, jury duty, etc.).

## **Primary Technician**

#### Naim Yanie, Traffic Signal Technician

Yanie has 12 years of experience with all facets of traffic signal maintenance and repair. He is extremely knowledgeable with all traffic signal control equipment, specifically Econolite controllers (ASC/2070) and Econolite software systems. He also has a vast understanding of the field elements such as traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.

#### Experience:

- Traffic Signal Technician, Yunex LLC September 2021 to Present
- Traffic Signal Technician, Siemens 2016 to 2021
- Traffic Signal Specialist, City of Irvine 2014 to 2016
- Traffic Signal Technician, Siemens 2010 to 2014
- Traffic Signal Technician, Republic ITS 2009 to 2010 (activitient by Station 2010)

# BATTER IN PUBLIC SAFETY

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician

#### Other Industry Certifications:

- NEC Certified
  - Cert. No. 157902
  - Expires 06/09/2023
- Econolite ASC3 Controller Certified
- Econolite Autoscope Certified
   Iteris Video Detection Certified
- Iteris Video Detection Certifie
- Bucket Truck Certified
- ATSI CMU/MMU Test Equipment Certified

#### **Backup Technician**



Minh has over 34 years' experience in the traffic signal systems industry. Minh provides technical support assistance for our Traffic Signal Technicians and is responsible for our local test and repair laboratory. Minh also has extensive knowledge in the installation, diagnosis, and repair of CMS and CCTV systems, and is proficient with fiber optics terminating, splicing, and testing. Minh also received an associate degree in Electrical Engineering from Cal State Fullerton.

#### Experience:

- Engineering Technician, Yunex LLC 2021 to Present
- Engineering Technician, Siemens 2010 to 2021
- Engineering Technician, Republic ITS 2006 to 2010 (acquired by Siemens in 2010)
- Foreman/Senior Traffic Signal Technician, Republic ITS 2001 to 2006
- Traffic Signal Maintenance Supervisor, Computer Service Company 1987 to 2001

# INISA

- tow Partner in PUBLIC SAFETY
- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Bench Traffic Signal Technician
- IMSA Traffic Signal Inspector

#### Other Industry Certifications:

- NEC Certified
  - Cert. No. E-118510-G
  - Expires 11/29/2024
- Econolite ASC3 Controller Certified
- Econolite Autoscope Certified

# **IMSA Certifications**



IMSA re-certification classes are currently behind due to the COVID-19 Pandemic. Naim Yanie is in the process of renewing his certificate and is just waiting for in-person instruction classes to be available to schedule. Full size copies of certificates can be provided upon request (reduced size is to conform to page limitations of Proposal).

## **Key Staff Members Contact Information**

Director of Service: Steven Teal (<u>steven.teal@yunextraffic.com</u> / Cell: 714-497-5043) Operations Manager: Michael J. Hutchens (<u>michael.hutchens@yunextraffic.com</u> / Cell: 714-448-6943) Service Account Manager: Joshua Ferras (<u>joshua.ferras@yunextraffic.com</u> / Cell: 951-367-7023) Service Account Coordinator: Jennifer Hall (<u>jennifer.hall@yunextraffic.com</u> / Cell: 619-820-1075) Maintenance Field Supervisor: Fred Molina (<u>fred.molina@yunextraffic.com</u> / Cell: 714-273-0942) Primary Traffic Signal Technician: Naim Yanie (<u>naim.yanie@yunextraffic.com</u> / Cell: 714-306-8347) Backup Traffic Signal Technician: Minh Tran (<u>minh.tran@yunextraffic.com</u> / Cell: 951-538-8681)

#### **Additional Staffing**

Yunex Traffic has over 20 additional technicians (mostly IMSA III certified) located in Orange, Los Angeles, Riverside, San Bernardino, Ventura, and San Diego County areas. We also employ over 20 key construction personnel for major repairs. These include certified crane operators, dedicated utility locators for (USA) Dig Alert service, Corning certified fiber optic technicians, and our own in-house loop crew.

#### **Subcontractors**

All services as outlined in the RFP will be provided and performed by Yunex Traffic as the Prime Contractor. With that stated, we at Yunex Traffic do maintain relationships with numerous specialty contractors throughout the industry to be able to respond to our customer's needs as a complete one stop solution for all things traffic signal and street lighting related.

# **Financial Capacity**

Yunex LLC, a Delaware corporation is fully owned by Siemens Mobility, Inc., a 100% subsidiary of the Siemens AG corporate group, a multinational, multi-billion-dollar company listed on the New York Stock Exchange. As such, Siemens AG files consolidated financial reports with the US Securities & Exchange Commission. A copy of Siemens, A.G. most recent annual report can be found at <u>www.siemens.com</u> through "Investor Relations". All required financial reports and filings are available at the SEC's website <u>http://sec.gov/edqar.shtml</u>. Siemens Mobility, Inc. and its subsidiaries are not publicly traded companies and do not release separate annual financial statements.

# **Cost Proposal**

As requested in the RFP, all costs will be entered into the provided "Cost Proposal" and submitted as a separate document on PlanetBids. Pricing will be valid for 180 days from date of submission.

Should there be a need for additional pricing, please feel free to contact us.

# Disclosures

*Current Business:* Yunex LLC has been successfully servicing the Traffic Signal Maintenance Services contract for the City of Costa Mesa, since 2011.

*Personal Relationships:* To our knowledge, our staff doesn't have any personal relationships with any Costa Mesa elected officials, appointed officials, city employees, or any family members of the previously mentioned.

# Sample Maintenance Services Agreement

Yunex LLC (a Siemens Business) has carefully reviewed the Sample Maintenance Services Agreement and confirms all terms and conditions are understood and acknowledged by the undersigned. No exceptions or conditions are requested.



YUNEX Traffic

RFP22-11/C03983

A Siemens Business

## VENDOR APPLICATION FORM FOR RFP No. 22-11 for TRAFFIC SIGNAL MAINTENANCE SERVICES

TYPE OF APPLICANT:	□ NEW	CURRENT VENDOR
Legal Contractual Name of C	orporation: Yunex	LLC
Contact Person for Agreeme	nt: Michael J. Hutch	nens
Title: Operations Manager	E-	Mail Address: <u>michael.hutchens@yunextraffi</u> c.com
Business Telephone: (951) 7	84-6600	Business Fax: (951) 784-6700
Corporate Mailing Address:	2250 Business Way	
City, State and Zip Code:	Riverside, CA 92501	
Contact Person for Proposals	S: Robert Paquette	
Title: Sales Manager	E-	Mail Address: <a href="mailto:robert.paquette@yunextraffic.com">robert.paquette@yunextraffic.com</a>
Business Telephone: (951) 7	84-6600	Business Fax: (951) 784-6700
Is your business: (check one	)	
NON PROFIT CORPO	RATION X	FOR PROFIT CORPORATION
Is your business: (check one	)	
		LIABILITY PARTNERSHIP
		ROPRIETORSHIP
PARTNERSHIP		PRPORATED ASSOCIATION

RFP22-11/C03983

YUNEX TRAFFIC

A Siemens Business

# Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Dirk Rauber CFO (512) 837-831 Steven Teal Director of Service (951) 784-660 Michael J. Hutchens Operations Manager (951) 784-660 ease see "Delegation of Approval Authority" for signature authorization later in this propos	Names	Title	Phone
Steven Teal       Director of Service       (951) 784-660         Michael J. Hutchens       Operations Manager       (951) 784-660         ease see "Delegation of Approval Authority" for signature authorization later in this propos         ederal Tax Identification Number:       86-2136678         ty of Costa Mesa Business License Number:       Account #: 60872	Rodney Mathis	President	(512) 837-8313
Michael J. Hutchens       Operations Manager       (951) 784-660         ease see "Delegation of Approval Authority" for signature authorization later in this propos         ederal Tax Identification Number:       86-2136678         ty of Costa Mesa Business License Number:       Account #: 60872	Dirk Rauber	CFO	(512) 837-8313
ease see "Delegation of Approval Authority" for signature authorization later in this propos ederal Tax Identification Number: <u>86-2136678</u> ty of Costa Mesa Business License Number: <u>Account #: 60872</u>	Steven Teal	Director of Service	(951) 784-6600
ease see "Delegation of Approval Authority" for signature authorization later in this propos ederal Tax Identification Number: <u>86-2136678</u> ty of Costa Mesa Business License Number: <u>Account #: 60872</u>	Michael J. Hutchens	Operations Manager	(951) 784-6600
ty of Costa Mesa Business License Number: <u>Account #: 60872</u>		hority" for signature authorization l	ater in this proposal.
		hority" for signature authorization l	ater in this proposal.
none, you must obtain a Costa Mesa Business License upon award of contract.)			ater in this proposal.
	Please see "Delegation of Approval Auth	86-2136678	ater in this proposal.

City of Costa Mesa Business License Expiration Date: 05/31/2022

YUNEX Traffic

A Siemens Business

## **EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. Only sign one statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 22-11 FOR TRAFFIC SIGNAL MAINTENANCE SERVICES at any time after December 1, 2021.

Date: 12/15/2021

Signature

Michael J. Hutchens (Operations Manager) Print

OR

I certify that Proposer or Proposer's representatives have communicated after **December 1, 2021** with a City Councilmember concerning informal **RFP No. 22-11 FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Date:

Signature

Print

RFP22-11/C03983

YUNEX

A Siemens Business

# **DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

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

Yes No X

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

N/A

RFP22-11/C03983

# **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

# COMPANY PROFILE & REFERENCES

YUNEX

RFP22-11/C03983

A Siemens Business

#### Company Legal Name: Yunex LLC

Company Legal Status (corporation, partnership, sole proprietor etc.); Corporation (Delaware) Active licenses issued by the California State Contractor's License Board: A & C-10 (License # 1080007) expires 08/31/2023) Business Address: 1026 E. Lacy Ave., Anaheim, CA 92805 Website Address: https://www.yunextraffic.com/global/en/ Telephone Number: (714) 456-9902 Facsimile Number: (714) 456-9905 Email Address: michael.hutchens@yunextraffic.com Length of time the firm has been in business: 29 years under Yunex LLC, Siemens Mobility, Inc., Siemens **ITS, Republic Electric, and Republic ITS** Length of time at current location: 4 years Is your firm a sole proprietorship doing business under a different name: Yes X No If yes, please indicate sole proprietor's name and the name you are doing business under: N/A Federal Taxpayer ID Number: 86-2136678 Regular Business Hours: Monday - Friday: 7:00AM - 4:30PM / On-Call Services: 24 hours per day, 365 days per year Regular holidays and hours when business is closed: Monday - Friday: 4:30PM - 7:00AM Saturdays/Sundays/Holidays: 24 hours per day Contact person in reference to this solicitation: Michael J. Hutchens Telephone Number: (951) 784-6600 Facsimile Number: (951) 784-6700 Email Address: michael.hutchens@yunextraffic.com Contact person for accounts payable: Josh Spandiary Facsimile Number: N/A Telephone Number: (737) 230-6091 Email Address: josh.spandiary@yunextraffic.com Name of Project Manager: Joshua Ferras Telephone Number: (714) 456-9902 Facsimile Number: (714) 456-9905

Email Address: joshua.ferras@yunextraffic.com

YUNEX traffic

A Siemens Business

#### COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Anaheim (714) 412-9233

Contact Name: Jeff Swanson

Contract Amount: \$1,080,000.00

Email: jswanson@anaheim.net

Address: 201 South Anaheim Boulevard, Anaheim, CA 92805

Brief Contract Description: On-Call Traffic Signal Maintenance and Repair Services

#### **Company Name: City of Cypress**

Telephone Number: (714) 229-6729

Contact Name: Nick Mangkalakiri

Contract Amount: \$385,000.00

Email: n.mangkal@cypressca.org

Address: 5775 Orange Ave., Cypress, CA 90630

Brief Contract Description: Traffic Signal Maintenance and Repair Services

#### **Company Name: City of Fullerton**

Telephone Number: (714) 738-6858

Contact Name: Dave Langstaff

Contract Amount: \$125,000.00

Email: davel@ci.fullerton.ca.us

Address: 303 W. Commonwealth, Fullerton, CA 92832

Brief Contract Description: Traffic Signal Maintenance and Repair Services

#### Company Name: City of Irvine

Telephone Number: (949) 724-7684

Contact Name: Kevin Tobin

Contract Amount: \$850,826.00

YUNEX Traffic

A Siemens Business

Email: ktobin@cityofirvine.org

Address: 6427 Oak Canyon #3, Irvine, CA 92618

Brief Contract Description: Traffic Signal Maintenance and Repair Services

Company Name: City of Newport Beach

Telephone Number: (949) 644-3324

Contact Name: Brian Loo

Contract Amount: \$280,000.00

Email: bloo@newportbeachca.gov

Address: 3300 Newport Blvd., Newport Beach, CA 92663

Brief Contract Description: Traffic Signal Maintenance and Repair Services

Our complete list of references has been placed earlier in the Proposal for your review and consideration

YUNEX Traffic

RFP22-11/C03983

A Siemens Business

# BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

# **DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A
				Distant
<u>.</u>				
	1			

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

Bidder/Applicant/Proposer Michael J. Hutchens (Operations Manager, Yunex LLC)

12/15/2021

Date

_)		
(insert r	name and title	of the officer)
wledged to m by his/her/the	e that he/she/ er signature(s	(they executed the same s) on the instrument the
the laws of the	ne State of Ca	ilifornia that the foregoir
		CANDACE GALLAHER Notary Public - California Riverside County Commission # 2300629
	(insert r evidence to b wledged to m by his/her/the ne person(s) a	Candace Gallaher - No (insert name and title evidence to be the person( wledged to me that he/she by his/her/their signature(s he person(s) acted, execute the laws of the State of Ca

## THIS DELEGATION ONLY APPLIES TO YUNEX, LLC. ALL CONTRACTS, BIDS, CERTIFICATES, AFFIDAVITS OR ANCILLARY DOCUMENTS TO BE SIGNED ON BEHALF OF SIEMENS MOBILITY, INC. <u>MUST</u> BE SIGNED BY RODNEY MATHIS AND DIRK RAUBER WITHOUT EXCEPTION

# DELEGATION OF APPROVAL AUTHORITY FROM

## PRESIDENT RODNEY MATHIS AND CFO DIRK RAUBER

## YUNEX, LLC.

A. The undersigned Rodney Mathis, President and Dirk Rauber, CFO of the Yunex, LLC. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as President and CFO to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

#### AUTHORIZED SIGNATORIES

Business Operations	Finance/Central Support Function
(Name/Position)	(Name/Position)

B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

#### AUTHORIZED SIGNATORIES

Business Operations	Finance/Central Support Function
(Name/Position)	(Name/Position)
Jaskaran Dhiman Singh	The second se
Manager, Procurement	



C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHOR	IZED SIGNATORIES
Business Operations	Finance/Central Support Function
(Name/Position)	(Name/Position)
Michael Gaertner	Anchal Bansal
Director, PLM/R&D	Commercial Manager, Service
Goutham Lingannagari	Craig Debevoise
Head of Bids & Projects	Projects Commercial
Nils Soyke	Manuel Guio Villarreal
Project Manager	Commercial Project Manager
Steve Teal Director, Service	

D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED	SIGNATORIES

Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)
Michael Hutchens Operations Manager	James Barker Commercial Project Manager
Venkatesh Jadhav Project Manager	Claudia Thiele Commercial Project Manager
Gary Kochetkov Project Manager	
Sari Mahli Project Manager	
Scott McCarthy Material Manager	
Del Nichols Project Manager	
Carlota Oteyza Hafner Project Manager	
Syed Rahman Project Manager	
Clint Schuckel Operations Manager	
Mejosh Thomas Project Manager TG2	
William Tucker Operations Manager	



E. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as they are referenced in paragraph A, up to and including a transactional limit of \$250 thousand. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHOR	IZED SIGNATORIES
Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)
Ali Aga, Bid Manager	Josh Spandiary Commercial Service Manager
Joshua Ferras Service Account Manager	Frank Werner Commercial Service Manager
Deana Flynn Service Account Manager	
Michelle Flynn Service Account Manager	
Candace Gallaher Service Account Manager	
Diana Johnson Bid Manager	
Joshua Lippincott Service Account Manager	
Robert Paquette Sales Manager	
Jeffrey Pierce Service Account Manager	
Melissa Rodriguez Sales Manager	

- F. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C, D, and E are binding upon the Corporation.
- G. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- H. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.



IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 2<sup>nd</sup> day of November, 2021.



11-8-21 Rodney Mathis

President Yunex, LLC.

> Digitally signed by Rauber Dirk Date: 2021.11.08 13:04:25 -08'00'

Dirk Rauber

414

CFO Yunex, LLC.

Unrestricted 4

# EXHIBIT C

LIST OF SIGNALS AND DEVICES

No.	Main Street	Side Street	Controller	BBS	EVP
1		Pinecreek	ASC/3-2100		Yes
2	(0	Royal Palm	ASC/3-2100		Yes
3	Adams	Mesa Verde E	ASC/3-2100		Yes
4	Ad	Mesa Verde W/Placentia	ASC/3-2100	Myers	Yes
5		Albatross/Shantar	ASC/3-2100		No
6		Experian-Enclave	ASC/3-2100		No
7	5	Sakioka	820A		Yes
8	Anton	Avenue of the Arts	820A		Yes
9		Park Center	ASC/3-2100		Yes
10		Red Hill	ASC/3-2100		No
11		Pullman	Cobalt		No
12		Fire Station 2	ASC/3-2100		No
13	ē	Milbro	ASC/3-2100		No
14	Baker	Babb	ASC/3-2100		No
15	ш	Mendoza	ASC/3-2100		No
16		Coolidge	ASC/3-2100		No
17		College	ASC/3-2100		Yes
18		Royal Palm	ASC/3-2100		No
19		Sunflower	Cobalt (ex.) (EOS FUTURE)		Yes
20		Crystal Court-Town Center	Cobalt (EOS)		Yes
21	Bear	South Coast-Macy's	Cobalt (EOS)		Yes
22		Metro Pointe E	Cobalt (EOS)		Yes
23		Yukon-Paularino	Cobalt (EOS)		Yes
24		Baker	ASC/3-2100		Yes
25		Sunflower	Cobalt		Yes
26		Town Center	Cobalt	Myers	Yes
27		Anton	Cobalt	Clary	Yes
28		Hotel Way	Cobalt		Yes
29		Paularino	Cobalt	Clary	Yes
30	Bristol	Baker	Cobalt	Clary	Yes
31	ш	SOBECA Way	Cobalt		Yes
32		Randolph	Cobalt		Yes

No.	Main Street	Side Street	Controller	BBS	EVP
33		Bear	Cobalt		Yes
34		Newport SB	ASC/3-2100	Clary	Yes
35		Newport NB/Ganahl	ASC/3-2100	Clary	Yes
36		Santa Ana/Red Hill	Cobalt		Yes
37		Loyola	Cobalt		No
38	Fair	Vanguard	Cobalt		No
39	_	Fairgrounds/Civic Ctr	820A		No
40		Sunflower	ASC/3-2100	Clary	Yes
41		South Coast	ASC/3-2100	Clary	Yes
42		McCormack	ASC/3-2100		Yes
43		Paularino	ASC/3-2100		Yes
44		Baker	ASC/3-2100	Clary	Yes
45		Adams	ASC/3-2100	Clary	Yes
46	Ň	Monitor	ASC/3-2100		Yes
47	Fairview	OCC/Mustang	ASC/3-2100		Yes
48	Fai	Arlington	Cobalt (EOS?)		Yes
49		Merrimac	ASC/3-2100		Yes
50		Fair	ASC/3-2100	Clary	Yes
51		Wilson	ASC/3-2100		Yes
52		Scenic/Lake Center	ASC/3-2100	Myers	Yes
53		Sunflower	ASC/3-2100		Yes
54		Law Court	ASC/3-2100		Yes
55		South Coast	ASC/3-2100		Yes
56		Gisler	ASC/3-2100	Myers	Yes
57		Date	ASC/3-2100	Myers	Yes
58		Nutmeg	ASC/3-2100	Myers	Yes
59		Baker	ASC/3-2100		Yes
60	bor	Adams	ASC/3-2100		Yes
61	Harbor	Mesa Verde E/Peterson	ASC/3-2100		Yes
62		Merrimac	Cobalt		Yes
63		Fair	Cobalt		Yes
64		Harbor Center	ASC/3-2100		Yes
65		Wilson	ASC/3-2100	Myers	Yes

No.	Main Street	Side Street	Controller	BBS	EVP
66		Victoria	ASC/3-2100		Yes
67		Hamilton	ASC/3-2100	Clary	Yes
68		Вау	ASC/3-2100		Yes
69		19th	ASC/3-2100		Yes
70		Mesa	ASC/3-2100		No
71	Newport NB	Del Mar	ASC/3-2100		Yes
72	ort	Santa Isabel	ASC/3-2100		Yes
73	dw	Wilson	ASC/3-2100		No
74	Ne	22nd	ASC/3-2100	Myers	Yes
75		Вау	ASC/3-2100		No
76		Mesa	ASC/3-2100		No
77	m	Fair/Del Mar	ASC/3-2100		Yes
78	t SI	Vanguard	ASC/3-2100		Yes
79	por	Wilson	ASC/3-2100		No
80	Newport SB	Fairview	ASC/3-2100		Yes
81	2	Victoria	ASC/3-2100	Myers	Yes
82		Вау	ASC/3-2100		No
83	Paularino	Jian	Cobalt		No
84		Fairview Park	ASC/3-2100		No
85		Estancia North	ASC/3-2100		No
86		Estancia South	ASC/3-2100		No
87		Wilson	ASC/3-2100		Yes
88	Placentia	Victoria	ASC/3-2100		Yes
89	Plac	19th	ASC/3-2100		Yes
90		18th	ASC/3-2100		Yes
91		17th	ASC/3-2100		Yes
92		16th	ASC/3-2100		No
93	Red Hill	Kalmus	820A		No
94	R	Paularino	820A		No
95	Sakioka	Vista Way	820A		No
96	st	Susan	820A		No
97	South Coast	Metro Pointe W	Cobalt (EOS)		No
98	<u> </u>	Metro Pointe E	Cobalt (EOS)		No
99		Anton	ASC/3-2100	Myers	Yes
100		Flower/Sakioka	Cobalt		Yes
101		Avenue of the Arts	Cobalt		Yes
102	ēr	Park Center	Cobalt		Yes
103	lower	S Plaza	Cobalt		Yes

No.	Main Street	Side Street	Controller	BBS	EVP
104		Fuchsia/Raitt	Cobalt		No
105	Sunt	Greenville/Wimbledon	Cobalt		No
106		Susan	Cobalt		No
107	Hyland		Cobalt		No
108		Valley/Pacific	ASC/3-2100		Yes
109	_	Canyon	ASC/3-2100 Cobalt (future)		Yes
110	oria	American	ASC/3-2100		Yes
111	Victoria	National	ASC/3-2100		Yes
112		Pomona	ASC/3-2100		Yes
113		Maple	ASC/3-2100		Yes
114	Wilson	Pomona	ASC/3-2100		No
115	Ň	Center Way	ASC/3-2100		Yes
116	16th	Pomona/Industrial/Superior	820A		No
117		Anaheim/Superior	ASC/3-2100		Yes
118		Orange	ASC/3-2100		Yes
119	17th	Westminster	ASC/3-2100		Yes
120		Santa Ana	ASC/3-2100		Yes
121		Tustin	ASC/3-2100		Yes
122		Park	ASC/3-2100		Yes
123		Anaheim	ASC/3-2100		Yes
124	19th	Meyer	ASC/3-2100		Yes
125		Pomona	ASC/3-2100		Yes
126	Placentia	Bike Xing	ASC/3-2100		No
127	Baker	Randolph	Cobalt (EOS)		Yes
128	19th	Wallace	Cobalt (EOS)		Yes
129	South Coast	The Press	Cobalt (EOS)	Clary	Yes
130	Hyland	Vans	Cobalt (EOS)	Clary	Yes
131	Fairview	Village Way	Cobalt		Yes

# HAWK Signals

Arlington Drive	w/o	Junipero Drive	Existing
Fire Station #1	&	Adams Ave	Existing
OCC Driveway	&	Merrimac Way	Existing
18th St	w/o	Park Drive	Future

# Flashing LED Stop Sign

Junipero	&	Arlington	Future

# Caltrans (For Reference Only)

Baker Street	&	Newport Frontage NB-SR-55
Baker Street	&	Newport Frontage SB - SR-55
Paularino Avenue	&	Newport Frontage NB-SR-55
Paularino Avenue	&	Newport Frontage SB - SR-55
Bear Street	&	SR-73 NB Ramp
Bear Street	&	SR-73 SB Ramo
Bristol Street	&	I-405 NB Ramp
Bristol Street	&	I-405 SB Ramp
Fairview Road	&	I-405 SB Ramp
Fairview Road	&	I-405 NB Ramp
Harbor Blvd	&	I-405 SB Ramp
Harbor Blvd	&	I-405 NB Ramp
Newport Blvd	&	16th Street
Newport Blvd	&	17th Street
Newport Blvd	&	18th Street-Rochester
Newport Blvd	&	19th Street
Newport Blvd	&	Broadway
Newport Blvd	&	Harbor Blvd
Newport Blvd	&	Industrial
South Coast Drive	&	I-405 NB Off-Ramp
Hyland/South Coast	&	I-405 NB On-Ramp
Anton	&	I-405 NB On-Ramp
Avenue of the Arts	&	I-405 NB Off-Ramp
Susan	&	I-405 NB Off-Ramp

# County of Orange (For Reference Only)

		-
Santa Avenue	&	Mesa Drive

# School Flashers

Baker Street	e/o	Labrador Drive/Andros Street	Existing
Baker Street	w/o	Labrador Drive/Andros Street	Existing
Placentia Avenue	n/o	18th street	Existing
Placentia Avenue	s/o	19th street	Existing
Victoria Street	e/o	Canvon Drive	Existing
Victoria Street	w/o	Canvon Drive	Existing
Killybrooke	s/o	Belfast	Existing
Killybrooke	s/o	Garlingford	Existing
Sonora	e/o	La Salle	Existing
Velasco	e/o	Sonora	Existing

# Flashing Crosswalks

Placentia	&	20th Street	Existing
Town Center	&	e/o Bristol	Existing
East 17th	&	Ravrnond	Existing
Santa Ana	&	Rose	Existing
Pomona	&	Sterling	Existing
Paularino	&	Coolidge	Existing
Gisler	w/o	w/o Iowa	Existing

# Existing Electronic Speed Feedback Signs

Index	Main Street	Direction	Near	Side Street
1	Adams	EB	W/0	Albatross
2	Adams	WB	E/0	Mesa Verde East
3	Arlington	EB	E/0	Fairview
4	Arlington	WB	W/0	Junipero
5	Baker	EB	E/0	Fairview St
6	Baker	WB	@	Babb St
7	Baker	WB	W/0	Royal Palm
8	Baker	EB	W/0	Bimini
9	Bear	NB	S/0	Saint Claire
10	California	SB	E/0	Colorado
11	Fairview	NB	S/0	Merrimac
12	Fairview	SB	N/0	Monitor
13	Fairview	NB	S/0	Wake Forest
14	Fairview	SB	N/0	Loyola
15	Fairview	SB	S/0	Fair
16	Gisler	WB	E/0	California
17	Gisler	EB	@	Sicily
18	Hamilton	WB	E/0	Pomona
19	Hamiton	EB	W/0	Pomona
20	Irvine	SB	S/0	E 19th
21	Mendoza	SB	s/0	Baker
22	Paularino	EB	W/0	Coolidge
23	Paularino	WB	@	Johnson
23	Placentia	NB	N/0	Victoria
25	Placentia	SB	@	Newton (S/0-18th)
25	Placentia	NB	@	Newton (S/0-18th)
20	Placentia	NB	@	Towne (S/0-19th)
27	Placentia	SB	N/0	Wilson
28	Placentia	NB	N/0	Wilson W 19th
30	Placentia	NB	N/0	Congress
30	Placentia	SB	S/0	Fairview Park
32	Placentia	SB		Towne (S/0-19th)
33			@	16th
	Placentia	NB	N/0	
34	Pomona	SB	S/0	Hamilton
35	Pomona	NB	@	Sterling
36	Santa Ana	NB	@	Robin Hood (S/0-21s0
37	Santa Ana	SB	@	Cecil Pl (S/0-23rd)
38	Susan	NB	@	South Coast
39	Susan	SB	@	Sunflower
40	Victoria	WB	@	National
41	Victoria	EB	E/0	Tidewater
42	Victoria	WB	E/0	Valley/Pacific
43	Victoria	EB	W/0	Valley/Pacific
44	E 18th	EB	E/0	Tustin
45	W.18th St	WB	E/0	Whittier
46	W 19th	WB	W/0	Park
47	W 19th	EB	E/0	Wallace
48	Whittier	NB	N/0	W 18th
49	Whittier	SB	S/0	19th
50	Wilson	EB	E/0	College
51	Wilson	WB	E/0	Placentia
52	Wilson	EB	W/0	Columbia
53	Wilson	WB	@	Wallace

# EXHIBIT D

# FEE SCHEDULE

# YUNEX Traffic

A Siemens Business

Helping Our Communities Become Vibrant, Growing & Green

# **Proposed to:**

City of Costa Mesa Attn: Stephanie Urueta Finance Department 77 Fair Drive, 1st Floor Costa Mesa, CA 92626





City of Costa Mesa Cost Proposal for: Traffic Signal Maintenance Services (RFP 22-11/C03983)

A Siemens Business RFP22-11/C03983

YUNEX Traffic

# COST PROPOSAL

# FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE

1.	Rou	itine Maintenance:	Quantity	Unit (monthly)	(monthly)		
	a.	Traffic Signal	131	\$ 78.50	\$10,283.50		
	b.	Pedestrian Hybrid Beacon (HAWK)	4	\$4 <mark>3.00</mark>	\$ <b>172.00</b>		
	c.	Battery Backup System	23	\$ 14.50	\$ 333.50		
	d.	Flashing LED Stop Sign (Future)	1	\$ 14.50	\$ 14.50		
		Routine Maintenance Monthly Su	ıb Total:	¢	\$10,803.50		
2.	Extraordinary Maintenance I Hardware: (Unit is "each" unless noted. Hardware shall conform to the Scope of Work. Price quoted shall include all labor, equipment costs, and mark-up.)						
	a,	Replace luminaire safety light lamp	with LED		\$ 602.00		
	b.	Replace luminaire safety light ballast		\$ 131.50			
	C.	Replace ISNS florescent lamp			\$ 47.25		
	d.	Replace ISNS florescent lamp with LED			\$ 343.00		
	e.	Replace ISNS florescent ballast			\$ 101.50		
	f.	Install 12" red LED lens B	all \$ 102.00	1	Arrow \$ 102.00		
	g.	Install 12" yellow LED lens	Ball \$ 101.00	,	Arrow \$ <u>102.00</u>		
	h.	Install 12"green LED lens	Ball \$ 101.00		Arrow \$ 101.00		
	1.	Replace 3-section 12" vehicle head	assembly with	th LED comp	lete \$ 421.00		
	J.	Replace 5-section 12" vehicle head	assembly wi	th LED comp	lete \$ 1,192.00		
	k.	Replace backplate for vehicle head		3-section	\$ 140.00		
				5-section	\$ 235.00		

# YUNEX Traffic

4

RFP22-11/C03983 A Siemens Business

I,	Replace ped head with LED countdown complete w	vith framework	\$ <u>530.00</u>
m.	Replace ped module with LED countdown module (retain head)		
n.	Replace standard Type "E" detector loop complete	(4 or Less)	\$ 503.00
		(more than 4)	\$ <u>430.00</u>
о,	Replace standard Type "F" detector loop complete	(4 or Less)	\$ 503.00
		(more than 4)	\$ 430.00
p.	Replace 5' x 50' detector loop complete	(4 or Less)	\$ <u>1,815.00</u>
		(more than 4	) \$ <u>1,670.00</u>
q.	Replace pull box with Christy Fiberlite	No.3	\$ 578.00
		No. 5	\$ <u>818.00</u>
		No. 6	\$ <u>1,195.00</u>
r.	Paint pedestrian head		\$ 60.00
S.	Paint vehicle head		\$ 150.00
t.	Paint controller cabinet		\$ 300.00
u.	Paint electrical service cabinet		\$ 300.00
٧.	Test traffic signal cabinet		\$ 875.00
w.	(with Full Caltrans Envir Install City furnished cabinet on existing foundation	onmental Cert)	\$ <u>1,870.00</u> \$ <u>2,390.00</u>
х.	Replace NEMA conflict monitor with LED		\$ <u>1,100.00</u>
у.	Replace PPB (Polara "Bulldog" or City approved ec	jual)	\$ 136.00
z.	Replace ISNS (name panels shall be City furnished	l) 6'\$ <u>73.00</u> 8	3' \$ 73.00
aa.	Conduct city-wide night ride of traffic signals and st	reet lighting	\$ 962.00
ab.	Clean CCTV camera lens		\$ 79.00
ac.	Replace BBS Battery		\$ 296.00
ad.	Markup on all other materials over supplier invoice amount: (conforming to Section 2.04.19)		<u>15%</u>

# YUNEX TRAFFIC

A Siemens Business

			RFP22-11/C03983	A Siemens Business	
3.	Extraordinary Maintenance / Labor:	Regular Time <u>Per Hour</u>	Overtime <u>Per Hour</u>	Premium <u>Per Hour</u>	
	Superintendent	\$ 85.00	\$ 85.00	\$85.00	
	Engineering Technician	\$ <u>127.00</u>	\$ <u>159.00</u>	\$190.00	
	Laboratory Technician	\$ 88.00	\$ 105.00	\$123.00	
	Maintenance Technician - Lead	\$ 122.00	\$ 154.00	\$186.00	- A BALL
	Maintenance Technician	\$ <u>116.00</u>	\$ 144.00	\$173.00	
	Utility Technician - Lead	\$ 127.00	\$ 159.00	\$190.00	
	Utility Technician	\$ 104.00	\$ 147.00	\$147.00	Acres and
	Street Light Technician	\$ 116.00	\$ 144.00	\$173.00	
	Laborer	\$ <u>104.00</u>	\$ <u>147.00</u>	\$147.00	
4.	CCTV, Communication, & ITS	Regular Time <u>Per Hour</u>	Overtime <u>Per Hour</u>	Premium <u>Per Hour</u>	
	Fiber Optic Cable Technician	\$ <u>117.00</u>	\$ <u>145.00</u>	\$174.00	
	Network Technician	\$ 102.00	\$ 123.00	\$123.00	

Labor rates shall include all fringe benefits, markup, overhead, etc. for all job classifications performing extraordinary maintenance work.

Premium Hours are: Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all Holidays starting at 12:00am until the next morning at 7:30am.

 $\begin{array}{c} \mathsf{YUN} \equiv \mathsf{X} \\ \textbf{TRAFFIC} \\ \mathsf{A Siemens Business} \end{array}$ 

4

RFP22-11/C03983

# 5. Extraordinary Maintenance / Equipment (per job trip):

Pick-Up Truck	\$ 40.00
Service Truck	\$ 100.00
Service/Ladder Truck	\$ NOT SAFE
Boom/Ladder Truck	\$ 60.00
50' Height Boom Truck	\$ 180.00
Crane	\$ 260.00
Water Truck	\$ 10.00
Dump Truck	\$ 100.00
Complete Paint Rig	\$ 160.00
Concrete Saw and Truck	\$ <u>100.00</u>
Trencher and Backhoe	\$ <u>1,500.00</u>
Air Compressor with Tools	\$ <u>10.00</u>
Vacuum Truck	\$_40.00
Boring Machine	\$ 950.00

A Siemens Business RFP22-11/C03983

YUNEX Traffic

-

It is agreed that submission of a proposal shall be considered prima facie evidence that the bidder has carefully examined the scope of services; areas of responsibility; and field conditions, and is therefore satisfied as to the character, quantity and quality of work to be performed, materials to be furnished and requirements of this contract.

Bidder:

Firm: _	Yunex LLC	-
Address:	1026 E. Lacy Ave.	
	Anaheim, CA 92805	
Phone:	(714) 456-9902	
Signature	test for	Robert Paquette, Sales Manager
Date: 12	/15/2021	

# EXHIBIT E

**CITY COUNCIL POLICY 100-5** 

	MBER DATE	TIVE PAGE 1 of 3
--	-----------	---------------------

## BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## PURPOSE

It is the purpose of this Policy to:

- 1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
- 2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.