

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
YUNEX LLC**

This Agreement ("Agreement"), made this 21st day of June, 2022, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and YUNEX LLC, a Delaware Corporation ("CONTRACTOR") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

- A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. CITY is authorized to enter into CONTRACTOR agreements under the provisions of California Government Code section 53060.
- C. CITY desires or is in need of comprehensive traffic signal maintenance services.
- D. CONTRACTOR has special knowledge, experience and facilities for accomplishing the above services.
- E. CITY now desires to retain CONTRACTOR to accomplish the above services, and CONTRACTOR is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONTRACTOR

1.1 CONTRACTOR shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONTRACTOR and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONTRACTOR will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONTRACTOR's representations for quality and professional work performed in a timely manner, and CONTRACTOR shall perform in

accordance with those representations and standards.

1.3 Monthly Written Reports. The Project Manager of CONTRACTOR shall prepare and submit to the designated CITY representative a monthly written report specifying the activities of CONTRACTOR pursuant to this Agreement. CONTRACTOR shall prepare the monthly written report in a format acceptable to the CITY. CONTRACTOR shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY’s rights under this Agreement, and to review the work performed by CONTRACTOR pursuant to the scope of services.

2.2 CONTRACTOR shall keep the City Manager, CITY’s representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: Robert K. Moehling
Director of Public Works/City Engineer
Address: City of Murrieta
One Town Square
Murrieta, CA 92562
Phone: (951) 461-6010

For CONTRACTOR: Robert Paquette
Sales Manager
Address: 2250 Business Way
Riverside, CA 92501
Phone: (951) 784-6600
Email: robert.paquette@yunextraffic.com

3. TERM

3.1 The term of this Agreement shall be from August 1, 2022, until July 31, 2027, with two additional one (1) year option terms. Renewal will be granted based on satisfactory performance and mutual agreement between CONTRACTOR and the CITY.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONTRACTOR

4.1 Consideration. CITY agrees to pay and CONTRACTOR agrees to receive and accept the prices set forth in the proposal (refer to Exhibit “B”, which is attached to and made a part of this Agreement) as full compensation on an individual project basis for furnishing all materials, performing all work, and fulfilling all obligations hereunder. To the extent the provisions

of Exhibit "B" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "B" shall not apply. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. The total amount payable by the CITY shall not exceed the amount designated on individual purchase orders issued pursuant to this Agreement. Each purchase order will require a scope of services, expected results, project deliverables, period of performance, and project schedule. Under no circumstances shall the cumulative value of all purchase orders issues under this Agreement exceed the amount approved by the City Council of CITY and/or the Board of Directors of the Community Services District of the City of Murrieta for CONTRACTOR's services in the adopted budget per fiscal year. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order.

4.2 Starting in the third year of the Agreement and continuing every other year thereafter, if applicable, the prices set forth in Exhibit "B" shall be adjusted in accordance with the average change for the preceding twelve (12) month period, as recorded for March of that year, in the Consumer Price Index for All Urban Consumers (CPI-U) in the Riverside-San Bernardino-Ontario, CA metropolitan area published monthly by the U.S. Bureau of Labor Statistics.

4.3 Additional Services. If CITY desires any additional services ("Additional Services"), CONTRACTOR may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may accept the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted or rejected. Upon the written approval of any Additional Services including costs by CONTRACTOR and CITY, CONTRACTOR shall perform the Additional Services and CITY will pay to CONTRACTOR the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONTRACTOR showing the basis of said claims, and certified by proper officers of CONTRACTOR.

4.4 Payments. Payment of CONTRACTOR's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONTRACTOR agrees and acknowledges that it is CONTRACTOR's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

The closure date for the purpose of making payments will be the last day of each month. CONTRACTOR shall prepare the approximate measurement of the work performed through the closure date and submit it to CITY for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

5. STATUS OF CONTRACTOR

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONTRACTOR shall perform as an

independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONTRACTOR and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and neither CONTRACTOR, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONTRACTOR shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONTRACTOR and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONTRACTOR shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance, including a copy of the Declarations and Endorsement Page as required in this Section 6; however, CITY reserves the right to request, and CONTRACTOR shall submit, complete copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONTRACTOR shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability

(CGL) Insurance written on an occurrence basis to protect CONTRACTOR and CITY against liability or claims of liability which may arise out of this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

6.1.2 Workers' Compensation. For all of CONTRACTOR's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONTRACTOR shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and indemnify the CITY from such claim.

6.1.3 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONTRACTOR and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONTRACTOR's liabilities, including, but not limited to, CONTRACTOR's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONTRACTOR's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

6.6 Special Risks or Circumstances: CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONTRACTOR's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONTRACTOR shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONTRACTOR will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONTRACTOR for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONTRACTOR's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONTRACTOR respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONTRACTOR issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONTRACTOR shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONTRACTOR shall advise CITY of any and all materials used, or recommended for use, by CONTRACTOR to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONTRACTOR under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONTRACTOR agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. Ownership of Records. All records created by the CONTRACTOR pursuant to this Agreement shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONTRACTOR involving transactions and work related to this Agreement. The CONTRACTOR shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service

shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONTRACTOR, (b) CONTRACTOR, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONTRACTOR exposing CITY to liability to others for personal injury or property damage, or (d) if CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONTRACTOR shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONTRACTOR expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONTRACTOR of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONTRACTOR shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONTRACTOR to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONTRACTOR shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY, such approval not to be unreasonably withheld) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONTRACTOR, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. If it is determined by a court of competent jurisdiction that such Claim was caused in part by the negligence or willful misconduct of CITY, City shall reimburse CONTRACTOR for in a pro-rata amount to the percentage of fault of each party.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONTRACTOR under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONTRACTOR provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONTRACTOR agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONTRACTOR, its officers, agents, representatives, employees, sub-CONTRACTORS, or anyone for whom CONTRACTOR is liable and that an adjudication of CONTRACTOR's liability is not a condition precedent to CONTRACTOR's duty to defend.

13.3 Limitation on Liability. Neither party to this Agreement shall be liable to the other party for any consequential, indirect or punitive damages

14. CONFLICT OF INTEREST

14.1 CONTRACTOR shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONTRACTOR shall disclose in writing to CITY any and all compensation, actual or potential, which CONTRACTOR may receive in any form from a party other than CITY as a result of performance of this Agreement by CONTRACTOR. If CONTRACTOR becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONTRACTOR shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONTRACTOR shall disclose any financial interest that CONTRACTOR may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONTRACTOR shall not conduct business for third parties which may be in conflict with CONTRACTOR's responsibilities under this Agreement. CONTRACTOR may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONTRACTOR shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain sub-CONTRACTORS specifically included in the attached "Scope of Services") by CONTRACTOR without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONTRACTOR without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONTRACTOR, its officers, agents and employees. However, claims for money due or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONTRACTOR's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities. Should any such change in law occur that effects contractor's ability to perform under this Agreement, Contractor may submit a change order request to the City for review and response.

18. PERMITS/LICENSES

CONTRACTOR and all of CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONTRACTOR agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONTRACTOR, without unlawful discrimination

based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONTRACTOR has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONTRACTOR of compensation under this Agreement shall not be deemed to waive CITY's rights or CONTRACTOR's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DATED: June 27, 2022

CONTRACTOR: YUNEX LLC

By: Steven M. Teal

Steven M. Teal, Jr.
Print or type NAME

Director of Service
Print or type TITLE

(951) 784-6600
Phone Number

By: Anchal Bansal

Anchal Bansal
Print or type NAME

Commercial Services Manager
Print or type TITLE

(951) 784-6600
Phone Number

DATED: June 28, 2022

CITY OF MURRIETA

By: Jon Ingram

Jonathan Ingram, Mayor

APPROVED AS TO FORM:

Tiffany Israel
Tiffany J. Israel, City Attorney

ATTEST:

Kimberly Ramirez
Cristal McDonald, CMC, City Clerk

Exhibit A

RFP 22-100 with Scope of Work

CITY OF MURRIETA



REQUEST FOR PROPOSAL NO. 22-100 TRAFFIC SIGNAL MAINTENANCE SERVICES

Proposal Due Date: Wednesday, April 20, 2022 @ 10:00 AM PDT

Contact: Brian Crawford, Management Analyst
Department of Public Works/Engineering
bcrawford@murrietaca.gov
951-461-6047

Published March 16, 2022

INSTRUCTIONS

Invitation:

NOTICE IS HEREBY GIVEN that the City of Murrieta, Riverside County, California (“City”) is soliciting proposals from well-qualified firms (“Contractor”) to provide a comprehensive traffic signal maintenance and on-call repair program for traffic signals located throughout the City. The detailed scope of work is included with this Request for Proposal (“RFP”).

It is the City’s intent to award this Contract for a “NOT TO EXCEED” annual amount, with a five-year contract duration, beginning July 1, 2022. The contract may be extended for two (2), one-year periods by mutual consent of the City and the Contractor.

All aspects of this RFP shall be managed on the City of Murrieta PlanetBids portal. Interested proposers are required to register with the City by using the following URL/link:

www.MurrietaCA.gov/planetbids

After a firm has registered as a Proposer on the City of Murrieta PlanetBids portal (“Portal”), please search for this solicitation to register as a proposer for this project specifically. Any and all updates, addenda, questions and answers and changes to this RFP will be distributed via the Portal. The City shall not be held responsible or liable if interested bidders or proposals do not register for this solicitation specifically and do not receive information relevant to this RFP.

Proposals are due on Wednesday, April 20, 2022 at 10:00 AM. All times listed herein are Pacific Standard Time. It is the sole responsibility of the Proposer to ensure that their Proposal is submitted through the City of Murrieta PlanetBids portal before the stated deadline. In the event you encounter any complications with the Portal or require further assistance, please contact the RFP Administrator using the contact information listed below. The submittal status of a Proposal can be checked any time using the Portal. The City shall not be held liable for complications arising due to connectivity or network issues.

RFP Administrator: Brian Crawford, Management Analyst
Department of Public Works/Engineering
1 Town Square, Murrieta, CA 92562
bcrawford@murrietaca.gov
951-461-6047

Contractor’s services are to be compliant with all Federal, State, OSHA and all other applicable regulatory requirements. All services must be performed at an exceptional level.

Questions/Correspondence:

Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. By **2:00 pm on Monday, March 28, 2022**, all questions pertaining to this RFP shall be submitted using the City of Murrieta PlanetBids portal, using the “Q&A” tab within this solicitation. If further clarification is required, proposers shall only contact

the RFP Administrator; Proposers shall not contact any other City staff with questions. The RFP Administrator will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Portal. All addenda shall become a part of the RFP document requiring acknowledgment by the Proposer. It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City of Murrieta PlanetBids portal.

ADDENDA

Any Addenda or information issued during the time of bidding, for the preparation of the bid, shall be covered in the bid and shall be made a part of the Contract. All Addenda or Bulletins will be issued via email through the PlanetBids Vendor Portal. It is the Contractor's responsibility to ensure the email utilized in the PlanetBids Vendor Portal is current and accurate and it is further the Contractor's responsibility to actively check the email for Addenda or Bulletin updates.

Qualifications:

In addition to meeting all other requirements of this RFP, all responding proponents shall furnish to the City verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications:

- A. The Contractor is required to be a currently licensed A - General Engineering Contractor and/or C-10 Electrical Contractor licensed by the Department of Consumer Affairs (State of California) Contractors State License Board.
- B. The CONTRACTOR shall provide a minimum of one (1) qualified IMSA Level III field technician for approval by the City. The CONTRACTOR shall maintain at least one approved Level III technician on staff for the duration of this agreement. The Contractor may provide more than one (1) Level III field technicians for City approval at its option.

The Contractor shall provide a minimum of two (2) qualified IMSA Level II field technicians for approval by the City, to maintain and repair traffic signal systems utilized in the City of Murrieta. The Contractor may provide more than two (2) technicians for City approval at its option. The CONTRACTOR must maintain at least two (2) Level II approved field technicians on staff for the duration of this agreement.

These technicians must have a minimum of five (5) years of journey level experience in traffic signal maintenance. Technician certifications must be attached to this section of the bid documents.

- C. Contractor must have been in business for at least five (5) years.
- D. The Contractor must have experience with projects of similar type.
- E. The Contractor must have previous job references which show good past performance workmanship
- F. The Contractor must show past financial stability and present financial capacity to complete the project.

Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria, and awards shall be based on a best value evaluation. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Experience of the Proposer, including references and similar project history.	20%
Qualifications of the Proposer and ability to perform all requested services.	20%
Proposed approach to the Scope of Work, methodology and subject matter expertise.	20%
The proposed Project costs.	40%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Selection Process:

The City shall employ a three-step process to select a Contractor for this Project, with the third step optional, if necessary. In the first step, a panel shall rate all Proposals using the criteria described in this section. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. In the second step, a cost analysis shall be performed on all cost proposals and/or fee schedules received from the Proposals. A Ratio of Cost score shall be assigned to each Proposal based on the proposed pricing. Based on the scores from Steps 1 and 2, the City will attempt to identify a finalist shortlist and initiate, if necessary, Step 3, which shall involve a panel interview.

RFP Process Schedule:

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely

projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	March 16, 2022
Questions from Proposers Due:	March 28, 2022
Questions and Answers Posted:	March 31, 2022
Proposals Due:	April 20, 2022
Anticipated Contract Award:	June 7, 2022
Contractor Commences Full Operations	July 1, 2022

Proposal Format:

A. Response File:

The Response File is the main portion of the proposal, shall be uploaded to the City of Murrieta PlanetBids portal as one (1) PDF file, and shall address the following areas, in the following order:

1. Cover Letter

A cover letter not to exceed three (3) pages in length should summarize key elements of the proposal. The letter must be signed by an individual authorized to bind the Proposer. The letter must stipulate that the proposed pricing will be valid for a of five (5) years, subject to a CPI increases after the third year; indicate the address and telephone number of the Contractor's office located nearest to Murrieta, California; and the office from which the contract will be managed.

2. Qualifications & Experience

Provide a brief overview of experience of traffic signal maintenance and repair projects as it relates to this project's scope of work. Also include:

- A. Provide a company profile.
- B. Company background/history establishing that Proposer is qualified to provide the services described in this RFP.
- C. The number of years company has provided the services outlined in the RFP. Please provide a brief description of such services.
- D. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.

- E. Location of the company offices.
- F. Location of the office servicing any California account(s)
- G. Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion. Please include address, e-mail, and telephone number.
- H. Brief background for each technician that will be assigned to the City of Murrieta Project, including copies of certifications.
- I. Number of employees both locally and nationally
- J. Location(s) from which employees will be assigned
- K. Identify those services that will be outsourced to a sub-contractor. The Proposer will be responsible for verifying the experience, qualifications and validity for all licenses, permits, and copyrights for an outsourced work to subcontractors. The Proposer is also responsible for paying its employees and any subcontractors the Proposer hires.
- L. Provide a list of any litigation, including personal and property, involving Proposer's firm in the last five (5) years.

1. Contractor's Statement of Ability to Provide Services and Approved Technician Qualifications

The CONTRACTOR is required to make a statement of how services will be provided. Include: Time period between award and start of service, number of personnel to be used providing services, experience of personnel, numbers and type of equipment to be used, how quickly urgent but unplanned services can be provided, and any other information you can offer that will help determine your ability to provide contracted services.

The City of Murrieta will require that all technicians the CONTRACTOR proposes to utilize for this contract service work be approved as qualified for the services requested. During the course of the agreement, the Contractor may propose substitution or addition of approved technicians for review and approval prior to assigning technicians to the contracted maintenance services.

The CONTRACTOR shall provide a statement of approved technician's qualifications and experience in accordance with the following requirements:

The CONTRACTOR shall provide a minimum of one (1) qualified IMSA Level III field technician for approval by the City. The CONTRACTOR shall maintain at least one approved Level III technician on staff for the duration of this agreement. The Contractor may provide more than one (1) Level III field technicians for City approval at its option

The Contractor shall provide a minimum of two (2) qualified IMSA Level II field technicians for approval by the City, to maintain and repair traffic signal systems utilized in the City of Murrieta. The Contractor may provide more than two (2) technicians for City approval at its option. The CONTRACTOR must maintain at least two (2) Level II approved field technicians on staff for the duration of this agreement.

These technicians must have a minimum of five (5) years of journey level experience in traffic signal maintenance. Technician certifications must be attached to this section of the bid documents.

For each technician submitted for approval, the Contractor shall submit the technician's statement of qualifications, including technical experience with equipment similar in scope and nature to the equipment in the City of Murrieta, educational background and training, professional references and any relevant certification from government or industry sources. The Contractor agrees the City of Murrieta shall be the sole judge of the technician's acceptability.

The Contractor's employees may be required to pass a background check. The City of Murrieta will determine the frequency of background checks and will notify the Contractor in writing of the acceptability of the Contractor's employees. The Contractor agrees the City of Murrieta will be the sole judge of the suitability of the Contractor's employees to perform any work on the City of Murrieta's facilities.

2. Work Management & Record Keeping

The CONTRACTOR is required to submit data that indicates the use of a uniform and detailed method by which he/she proposes to define, schedule, record, update and process ROUTINE maintenance tasks and service reports. This program shall be computer generated and will be based on run time, manufacturer's recommendations, and historical data of similar equipment. Provide a sample of detailed service report for approval.

3. Contractor's Statement of Financial Responsibility

A copy of the CONTRACTOR's annual report shall be provided. If an annual report is not available, such other information shall be provided to show financial stability of the CONTRACTOR. Information may be submitted as a separate electronic file to the City of Murrieta PlanetBids Portal marked "CONFIDENTIAL". Information in a form other than an annual report shall be signed "under penalty of perjury under the laws of the State of California".

4. Other Information

Include any other information you consider to be relevant to the proposal and will assist City staff in making an informed decision. Additional optional services may be provided at the discretion of the contractor.

5. Sample of CONTRACTOR's proposed detailed Service Report.

6. CONTRACTOR's Listing of Subcontractors

If any portion of the work is to be performed by a subcontractor, then the CONTRACTOR shall provide the name the contractor is licensed under; the license number and class; contact name, address, phone and email address; and the type and portion of work the subcontractor will perform.

7. Proof of Insurance

Provide documentation showing proof of insurance coverage limits, which must meet or exceed coverage limits detailed in the Draft Agreement. Failure to disclose proof of insurance will result in a Proposal deemed as non-responsive.

B. Statement of Compliance

The Statement of Compliance is included in this RFP and is mandatory.

C. Cost File

The Cost File is available for download from the City of Murrieta PlanetBids portal as part of this RFP. Please complete the Cost File electronically (for legibility and accuracy), print and sign, and upload as a file to the Portal.

TERMS AND CONDITIONS

I. Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

II. Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Draft Agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

III. Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Murrieta. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the City.

IV. Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the City upon successful conclusion of the entire procurement process.

V. Late Proposals

Any proposal which is not received by the City prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

VI. Specificity of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

VII. Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and

to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

VIII. Proposal Validity

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 90 days.

IX. Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, nonresponsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

X. Right of Rejection of Lowest Fee Proposal

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

XI. Non-Compliance

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

XII. Exceptions to Proposal Requirements

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the

advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

XIII. Determination of Responsiveness and Responsibility

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

XIV. Obligation to Award

The City is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if is deemed most advantageous to the City.

XV. Proposer Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

XVI. Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

XVII. Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

XVIII. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery

of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

XIX. Insurance Requirements

The selected Contractor(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement of this RFP solicitation.

XX. Compliance with All Applicable Laws

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.

XXI. Inclusive Proposal Pricing

Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

XXII. Subcontractor/Joint Ventures

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

XXIII. Prevailing Wage

This project is subject to the Prevailing Wage standards set forth by the State of California Department of Industrial Relations.

XXIV. Addenda

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP

Reference Number. It is the Proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Proposer of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

XXV. Cancellation

This solicitation does not obligate the City of Murrieta to enter into an agreement. City of Murrieta retains the right to cancel this RFP at any time, should the project be canceled, City of Murrieta loses the required funding, or it is deemed in the best interest of the City of Murrieta. No obligation, either expressed or implied, exists on the part of the City of Murrieta to make an award or to pay any cost incurred in the preparation or submission of a proposal.

XXVI. Execution of the Agreement

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the City of Murrieta within 10 working days. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate City of Murrieta officials. Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

XXVII. Failure to Execute the Agreement

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the City of Murrieta may award the Agreement to the next qualified highest ranked Proposer.

XXVIII. Non-Endorsement

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply City of Murrieta endorsement of Proposer's services.

XXIX. Conflict of Interest

The City requires a Statement of Economic Interests (Form 700) to be filed by any proposer who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any City financial interest [reference Government Code § 82019].

The City reserves the right to prohibit participation by the proposer in submitting a proposal for or providing services, goods or supplies, or any other related action, which is required, suggested or otherwise deemed appropriate in the end product of this contract.

SCOPE OF SERVICES

A. General Description

The traffic signal maintenance contractor ("Contractor") shall perform routine schedule maintenance, extraordinary, emergency repairs and technical support for the City of Murrieta's ("City") traffic signal systems, interconnect, radar feedback signs, school zone flashing warning lights, safety lighting, reflective street name signs (at signalized intersections only), and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but not be limited to all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, CCTV cameras, reflective street name signs and all related hardware at all City signalized intersections.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four hour (24), on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night surveys shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections per an established checklist. The Contractor shall recognize these traffic signals, warning devices, and safety lighting as critical safety devices to the public; timely response to requests and completion of final repairs is imperative.

B. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or his authorized representative.

Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

C. Compensation for Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit B and shall include all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Works or his authorized representative. All extraordinary maintenance requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

I. CONTRACTOR REQUIREMENTS

A. Facilities

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, school zone flashing warning lights, safety lighting, reflective street name signs, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for controllers.

B. Personnel

The Contractor shall provide at least one (1) full-time Transportation System Electrician to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Works or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, and painting.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

C. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of controller malfunctions or any damage creating a public hazard. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

D. Response Criteria for Requested Services

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the Contract, and within two (2) hours during non-working hours of the Contract, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. Additions to System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, battery strength, pre-emptive control, or similar equipment.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four-hour (24) period. This record shall include the date and time of day the work was performed at each intersection, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

3. **Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
- For Temporary - Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

4. **Citywide Underground References.** Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by

Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

G. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Works or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

H. Shut Downs

Contractor shall notify Murrieta's Police Services and the Director of Public Works, or his authorized representative, of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Works or his authorized representative.

I. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

J. Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company. During the warranty period, Contractor is expected to coordinate warranty repairs (including packing, shipping and receiving assets) with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

K. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of California, Department of Transportation, the standards as contained in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc., or as may be

deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of eight (8) STOP signs and small barricades, with battery powered flashing beacons, or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components.

II. ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, vacuum and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. Monthly Inspection

Radar Feedback Signs: Inspect the operation of any radar speed signs and make any repairs as required. Contractor shall update the programming on an annual basis based on the local school bell schedule. Contractor shall also update the programming for daylight savings twice per year. Inspect pole, anchor bolts, back plates, visors, brackets and wiring. Remove all graffiti and stickers; clean front sign panel, speed limit sign and amber LED lights.

School Zone Flashing Warning Lights: Contractor shall inspect the operation of the school zone flashing warning lights and make any repairs or replacement of lights as required. Inspect pole, anchor bolts, back plates, visors, brackets and wiring. Remove all graffiti and stickers; clean front sign panel, speed limit sign, solar panel and amber LED lights.

Signalized Intersections: Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.
2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.
3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.
4. Check and set, if necessary, all real-time digital clocks to the National Bureau of Standard time.
5. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.
6. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.
7. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, reflective street name signs, loop sealants, loop stubouts, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.
8. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.
9. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval.

Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections and fiber optics as requested.

10. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.
11. Check the operation of any Emergency Vehicle Pre-Emption equipment in the cabinet and located within fire stations.
12. Inspect CCTV cameras for correct operation. Check for damage to wiring or housing and clean lens with appropriate equipment.

B. Quarterly Maintenance (Every Three Months)

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired.

C. Semi Annual Maintenance (Every Six Months)

1. Air Filters: Contractor shall replace the air filter elements in all traffic signal and battery backup cabinets so equipped every six (6) months.
2. Battery Back-Up System: Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

D. Annual Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

1. **Conflict Monitor:** Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.
2. **Emergency Vehicle Pre-emption (EVP):** The optical detector lens shall be cleaned according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City.
3. **Traffic Signal Controller Software:** Contractor shall annually verify and update records of current software or firmware for the McCain Type 170E controller with the 200/233 MC1 software. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shut down of the signal shall be coordinated with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.
4. **Painting:** Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance. Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined by the City that the saw cut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace safety lighting lamps at all traffic signals and flashers based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

Safety lighting shall be replaced with the equivalent per the existing lamp. Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance.

H. Conflict Monitors

Contractor shall test conflict monitors **using the MT-180 or equivalent conflict monitor** tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

I. Battery Back-up Systems

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

J. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to

provide the reporting party or Contact with an estimated time of arrival. The replacement of burned-out lamps need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

K. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per flashing beacon, per radar speed sign and per signalized intersection which shall include safety lights, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

III. EXTRAORDINARY MAINTENANCE

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section II.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City authorization and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components.
3. Replacement of batteries for battery back-up systems.
4. LED module replacements

5. Pedestrian indication replacements
6. Painting of cabinets and signal heads
7. New lenses and framework
8. Signal loop detectors
9. Video detection cameras
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.

Other Extraordinary Scope of Work

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

The Contractor shall report to the Director of Public Works or his authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Works' or his authorized representative's written authorization, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with exemption consideration given to work orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. Emergencies

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 one (1) hour under normal circumstances. For the emergency repair of a signal that is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Works or his representative.
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, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City.
3. If a police officer is still 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.
4. If the Contractor representative must leave a blacked-out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative in response 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 conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the Director of Public Works, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall

also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the QuicNet software traffic signal master system or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of fiber optic cable, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

F. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows:

1. **Materials:** The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.
2. **Direct Labor:** Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Exhibit B of the Contract. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

3. Equipment: City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Exhibit B of the Contract and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on Exhibit B of the Contract for per-hour rates.

No additional compensation shall be paid for transporting the equipment to or from the job site.

IV. OTHER

A. Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

B. Performance and Payment Bonds

The Contractor shall secure the City of Murrieta for the faithful performance of its duties and payment of lawful obligations under this Contract by means of a faithful performance bond which is one hundred percent (100%) of the total contract amount and a labor and materials payment bond which is one hundred percent (100%) of the total contract amount whereby the City of Murrieta shall be made beneficiary thereof and all costs and premiums shall be paid by Contractor. Said bonds will be furnished for the term of the contract, prior to the issuance of the purchase order, and shall be issued by a surety company rated Grade A or better and Class IX or better by the latest edition of Best's Key Rating Guide.

C. Permits and Licenses

The Contractor shall procure all permits and City business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

D. Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

CITY OF MURRIETA



REQUEST FOR PROPOSAL NO. 22-100

TRAFFIC SIGNAL MAINTENANCE SERVICES

Addendum Number 1

March 29, 2022

Addendum Number 1 Items: The following questions and requests for clarifications have been received electronically from prospective proposers via the PlanetBid portal. The responses are as follows:

Q. The draft Agreement indicates that the Contractor is responsible to indemnify the City for all claims arising from the performance of the Agreement except if a Court determines that the claim was caused by the sole negligence of the City. As written, the Contractor could be held responsible for 100% of the loss in a situation where the Contractor's actions caused 1% of the loss and the City's actions caused 99% of the loss. To more fairly apportion liability, and because the Contractor has no authority to control the actions of the City, would the City consider modifying the indemnity obligation to the following? - "Contractor shall . . . indemnify the CITY . . . from and against . . . Claims to the extent the Claims arise out of any negligent or wrongful act or omission by Contractor, its officers, employees, representatives, subcontractors, or agents in the performance under this Agreement, and except to the extent that such Claim was caused by the active negligence or willful misconduct of CITY."

A. No, the City will not alter the agreement at this stage of the process. The Agreement is in DRAFT form and any requests for changes would be made prior to the City Council approving the award of the Agreement and after the vendor has been selected to proceed with the awarding process. Proposers should use the required Statement of Compliance form to detail any exceptions with the RFP, Scope of Services or Draft Agreement.

Q. Is a bid bond required for this project?

A. No.

REQUEST FOR CLARIFICATION:

The proposer has called out Section II Routine Maintenance under the Scope of Services:

...The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

The Proposer asks the following questions related to the above referenced section:

Q. Are the highlighted items to be included into the monthly maintenance Fee? (All Labor, Materials & Equipment)?

A. No. Any equipment that has been found in need of repair will be considered extraordinary and will be billed at the amount indicated on the cost file for that item, or an agreed upon cost if not found on cost file.

Q. If so please define what "Rewiring, concrete and Foundation repairs" These Cost can be as little as \$25 to as much as \$25K with a wire pull of an intersection?

A. This was answered above.

Q. In regards to the financially responsible due to neglect verbiage at what point would this apply to the new contractor being that the current conditions are unknown?

A. The expectation is the selected vendor the City enters into agreement with will document any issues encountered when the vendor completes the first monthly inspection of equipment at each facility. That documentation of the initial inspections will be provided to the City prior to the start of the following month's inspections.

REQUEST FOR CLARIFICATION:

The proposer has called out sub paragraphs 5, 7, 9 & 10 of Paragraph A Monthly Inspection, Item Signalized Intersections, of Section II Routine Maintenance:

5. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.

The Proposer asks the following questions related to the above referenced section:

Q. Are these items highlighted, and underlined to be included in the monthly fee (all cost LME)?

A. These would be considered extraordinary maintenance and be billed accordingly.

7. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, reflective street name signs, loop sealants, loop stubouts, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

The Proposer asks the following questions related to the above referenced section:

Q. Are these items highlighted, and underlined to be included in the monthly fee (all cost LME)?

A. These would be considered extraordinary maintenance and be billed accordingly.

9. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections and fiber optics as requested.

The Proposer asks the following questions related to the above referenced section:

Q. Are these items highlighted, and underlined to be included in the monthly fee (all cost LME)?

A. These would be considered extraordinary maintenance and be billed accordingly.

10. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

The Proposer asks the following questions related to the above referenced section:

Q. At what point would this apply to the new contractor being that the current conditions are unknown?

A. The expectation is the selected vendor the City enters into agreement with will document any issues encountered when the vendor completes the first monthly inspection of equipment at each facility. That documentation of the initial inspections will be provided to the City prior to the start of the following month's inspections.

REQUEST FOR CLARIFICATION:

The proposer has called out what City staff assumes is an item related School Zone Flashing Warning Lights, of Section II Routine Maintenance:

Inspect the operation of the flashing beacons and **make any repairs or replacement of lights as required.**

The Proposer asks the following questions related to the above referenced section:

Q. Are these items highlighted, and underlined to be included in the monthly fee (all cost LME)?

A. These would be considered extraordinary maintenance and be billed accordingly.

REQUEST FOR CLARIFICATION:

The proposer has called out Item 1, Paragraph D (Annual Maintenance), of Section II Routine Maintenance:

1. Conflict Monitor: Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

The Proposer asks the following questions related to the above referenced section:

Q. Under the heading of Yearly Maintenance statement says" included in the Established Monthly fees" and the other states it's a" lump sum bid Item for extraordinary" Could the City please confirm if this is to be included in the monthly maintenance fees or a once a year extraordinary item to be billed as such?

A. The Conflict Monitor testing should be included in the Established Monthly Fees, and NOT billed as a lump sum bid item under extraordinary maintenance.

REQUEST FOR CLARIFICATION:

The proposer has called out Item 4, Citywide Underground References, Page 18 of the RFP:

4. Citywide Underground References. Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

The Proposer asks the following questions related to the above referenced section:

Q. Will the City be providing these City records at the beginning of the contract so that they can be maintained by the Contractor?

A. Yes. To clarify, the City will only have the contractor mark out facilities upon request.

REQUEST FOR CLARIFICATION:

The proposer has called out sub-paragraph 3 of Paragraph G, Lamps & Lighting, on Page 24 of the RFP:

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance.

The Proposer asks the following questions related to the above referenced section:

Q. Can the City please clarify if the labor, equipment and materials will be billed under extraordinary maintenance for lamp replacements of burned-out lights as needed?

A. Yes, it will be billed under extraordinary maintenance. The Unit cost for all extraordinary maintenance items shall include labor, materials and equipment for that item.

The Due Date and Time for Proposals remains unchanged on:
WEDNESDAY, APRIL 20, 2022, at 10:00 A.M.

CITY OF MURRIETA SIGNALIZED INTERSECTIONS INVENTORY – MARCH 2022

INTERSECTION ID	LOCATION	TURN ON	PHASES	CONTROLLER	BATTERY BACKUP	PREEMP
1	Hancock Ave & Los Alamos Ave	Jul 1991	8	McCain 170E	Myers	Tomar
2	Los Alamos Ave & Murrieta Gateway	Apr 1992	8	McCain 170E	Myers	3M
3	California Oaks Rd & Lincoln Ave	Jun 1992	8	McCain 170E	Myers	Tomar
4	Murrieta Hot Springs Rd & Alta Murrieta Dr	Oct 1994	8	McCain 170E	Myers	3M
5	Murrieta Hot Springs Rd & Madison Ave	Sep 1994	8	McCain 170E	Myers	3M
6	Murrieta Hot Springs & Whitewood Rd	Oct 1994	8	McCain 170E	Myers	Tomar C
7	Washington Ave & Magnolia St/Nighthawk Way	Apr 1995	8	McCain 170E	Myers	Tomar
8	Washington Ave & Kalmia St	Apr 1995	8	McCain 170E	Myers	Tomar
9	Murrieta Hot Springs Rd & Hancock Ave	Nov 1996	4	McCain 170E	Myers	Tomar
10	Hancock Ave & Las Brisas Ave/Coliseum (South)	Jan 1996	6	McCain 170E	Myers	Tomar
11	California Oaks Rd & Jackson Ave	Nov 1996	8	McCain 170E	Myers	Tomar
12	Los Alamos Ave & Madison Ave	Oct 1997	8	McCain 170E	Myers	3M
13	Jackson Ave & Chaco Canyon Rd	Jan 1997	4	McCain 170E	Myers	3M
14	Alta Murrieta Dr & Rockcrest Dr	Apr 1998	4	McCain 170E	Myers	3M
15	Jackson Ave & Avenida Florita	Sep 1998	6	McCain 170E	Myers	3M
16	California Oaks Rd & California Oaks Plaza	Feb 1998	8	McCain 170E	Myers	3M
17	California Oaks Rd & Monroe Ave	Feb 1998	8	McCain 170E	Myers	3M
18	California Oaks Rd & Clinton Keith Rd	Nov 1999	4	McCain 170E	Myers	Tomar
19	Clinton Keith Rd & Nutmeg St	Oct 1999	6	McCain 170E	Myers	3M
20	Jefferson Ave & Corning Place	Dec 1999	6	McCain 170E	Myers	3M
21	Hancock Ave & Las Brisas Ave/Ridgewood (North)	Apr 1999	6	McCain 170E	Myers	3M
22	Washington Ave & Lemon St/Teneja Rd	Oct 1999	6	McCain 170E	Myers	3M
23	Clinton Keith Rd & Bear Creek Dr/ Calle Del Oso Oro	Oct 2000	6	McCain 170E	Myers	3M
24	California Oaks Rd & Skyview Ridge	Jul 2000	6	McCain 170E	Myers	3M
25	California Oaks Rd & Saint Rapheal Dr	Jun 2002	6	McCain 170E	Myers	Tomar
26	Jefferson Ave & Date St	Oct 2002	6	McCain 170E	Myers	Tomar
27	Hancock Ave & Leafwood Dr/Milkwood Ln	Jun 2002	4	McCain 170E	Myers	Tomar
28	Madison Ave & Juniper St	Aug 2002	8	McCain 170E	Myers	Tomar
29	Madison Ave & Lowes/Automart	Aug 2002	6	McCain 170E	Myers	Tomar
30	Margarita Rd & Torrey Pines Rd	Jul 2002	6	McCain 170E	Myers	3M
31	Murrieta Hot Springs Rd & Margarita Rd	Jul 2002	6	McCain 170E	Dimension	3M
32	Washington Ave & Jerry Allen Ln	Sep 2002	4	McCain 170E	Myers	Tomar
33	California Oaks Rd & Tarragona/Morning Dove	Jan 2003	6	McCain 170E	Myers	Tomar

CITY OF MURRIETA SIGNALIZED INTERSECTIONS INVENTORY – MARCH 2022

34	Kalmia St & Jefferson Ave	Jul 2003	8	McCain 170E	Myers	Tomar
35	Kalmia St & Adams Ave	Jul 2003	6	McCain 170E	Myers	Tomar
36	Murrieta Hot Springs Rd & School House Way	Jul 2003	6	McCain 170E	Myers	Tomar
37	Los Alamos Rd & Whitewood Rd	Sep 2003	8	McCain 170E	Myers	Tomar
38	Whitewood Rd & Via Cuenca	Sep 2003	3	McCain 170E	Myers	Tomar
39	Whitewood Rd & Busman Rd	Sep 2003	4	McCain 170E	Myers	Tomar
40	Clinton Keith Rd & Bronco Way	Sep 2003	8	McCain 170E	Dimension	Tomar C
41	Murrieta Hot Springs Rd & Via Princesa (East)	Nov 2003	6	McCain 170E	Myers	3M
42	Kalmia St & Kohl's/Village Walk	Dec 2003	8	McCain 170E	Myers	Tomar
43	California Oaks Rd & Hancock Ave	Dec 2003	4	McCain 170E	Myers	Tomar
44	Jefferson Ave & Elm St	Apr 2004	6	McCain 170E	Myers	Tomar
45	Murrieta Hot Springs Rd & Jefferson Ave	Oct 2004	4	McCain 170E	Myers	Tomar
46	Murrieta Hot Springs Rd & Jackson Ave	Oct 2004	4	McCain 170E	Myers	3M
47	Madison Ave & Murrieta Springs Plaza	Jun 2004	6	McCain 170E	Myers	Tomar
48	Madison Ave & Madison Square	Jun 2004	6	McCain 170E	Myers	Tomar
49	Date St & Winchester Creek Dr	Aug 2004	4	McCain 170E	Myers	3M
50	Clinton Keith Rd & Murrieta Oaks Ave (East)	Aug 2005	8	McCain 170E	Myers	Tomar
51	Clinton Keith Rd & Murrieta Oaks Ave/Greer Rd	Feb 2005	8	McCain 170E	Myers	Tomar
52	Clinton Keith Rd & Toulon	Aug 2005	6	McCain 170E	Myers	Tomar
53	Washington Ave & Calle Del Oso Oro	Apr 2005	8	McCain 170E	Myers	Tomar
54	Washington Ave & Fullerton Rd	Apr 2005	6	McCain 170E	Myers	Tomar
55	Antelope Rd & Shopping Center	May 2005	6	McCain 170E	Dimension	Tomar
56	Calle Del Oso Oro & Via Moreno	Dec 2005	6	McCain 170E	Myers	Tomar
57	Los Alamos Rd & Lincoln Ave	Nov 2005	8	McCain 170E	Myers	Tomar
58	Murrieta Hot Springs Rd & Via Princesa (West)	Feb 2006	6	McCain 170E	Dimension	Tomar
59	Clinton Keith Rd & Spinning Wheel/Copper Craft Dr	Aug 2006	6	McCain 170E	Dimension	Tomar
60	Jefferson Ave & Guava St	Jun 2006	8	McCain 170E	Dimension	Tomar
61	Jefferson Ave & Lemon St	Sep 2006	6	McCain 170E	Myers	Tomar
62	Jefferson Ave & Pear St	Aug 2006	6	McCain 170E	Dimension	Tomar
63	Jefferson Ave & Center Pointe	Oct 2006	4	McCain 170E	Myers	Tomar
64	Jefferson Ave & Juniper St	Dec 2006	8	McCain 170E	Dimension	3M
65	Jefferson Ave & Ivy St/Los Alamos Ave	Dec 2006	8	McCain 170E	Myers	3M
66	Village Walk & Center Pointe	Oct 2006	6	McCain 170E	Myers	Tomar
67	Calle Del Oso Oro & Vinyard Pkwy/Oakleaf	Aug 2006	6	McCain 170E	Dimension	Tomar

CITY OF MURRIETA SIGNALIZED INTERSECTIONS INVENTORY – MARCH 2022

68	McElwain Rd & Delaney Cir	Apr 2007	6	McCain 170E	Myers	Tomar
69	McElwain Rd & Clinton Keith Rd	Apr 2007	8	McCain 170E	Myers	Tomar
70	McElwain Rd & Orchard Center	Aug 2007	8	McCain 170E	Myers	Tomar
71	Hancock Ave & Calle Yorba Vista	May 2007	6	McCain 170E	Dimension	Tomar
72	Jefferson Ave & Fig St	Oct 2007	6	McCain 170E	Dimension	Tomar
73	Margarita Rd & Grove Way	Jun 2007	6	McCain 170E	Myers	Tomar
74	Whitewood Rd & Hunter Rd	May 2007	6	McCain 170E	Myers	Tomar
75	Hancock & Medical Center	Jun 2008	8	McCain 170E	Dimension	3M
76	Margarita Rd & Fordham Way	Nov 2008	6	McCain 170E	Dimension	3M
77	Monroe Ave & Los Alamos	Jul 2009	4	McCain 170E	Tesco	Tomar
78	Monroe Ave & Ram Way	Jul 2009	4	McCain 170E	Dimension	Tomar
79	Monroe Ave & Murrieta Mesa	Jul 2009	6	McCain 170E	Dimension	Tomar
80	Monroe Ave & Symphony Park	Jul 2009	8	McCain 170E	Dimension	Tomar
81	Jefferson Ave & Town Square	Jan 2010	6	McCain 170E	Dimension	Tomar
82	Jackson Ave & Nutmeg St	Aug 2010	8	McCain 170E	Dimension	Tomar
83	Antelope Rd & Keller Rd	Mar 2011	8	McCain 170E	Dimension	Tomar
84	Jackson Ave & Monroe Ave	Apr 2011	4	McCain 170E	Myers	Tomar
85	Clinton Keith & Whitewood	Aug 2011	8	McCain 170E	Dimensions	Tomar
86	Whitewood & Linnel	Aug 2011	6	McCain 170E	Dimensions	Tomar
87	Old Antelope & Baxter	Sep 2011	4	McCain 170E	Dimensions	Tomar
88	New Antelope & Baxter	Feb 2011	4	McCain 170E	Dimensions	Tomar
89	Jefferson & Nutmeg	Apr 2012	8	McCain 170E	Dimensions	Tomar
90	Jefferson & Cherry	Jan 2014	5	McCain 170E	Tesco	Tomar
91	Whitewood & Alta Murrieta	Jan 2015	4	McCain 170E	Myers	Tomar
92	Clinton Keith & Creighton	Nov 2015	8	McCain 170E	Myers	Tomar C
93	Whitewood & Baxter	Sep 2017	8	McCain 170E	Myers	Tomar
94	Whitewood & Keller	Sep 2017	8	McCain 170E	Tesco	Tomar
95	Madison & Guava	Dec 2017	8	McCain 170E	Myers	Tomar
96	Jackson & Allison	Feb 2018	6	McCain 170E	Myers	Tomar
97	Clinton Keith & Menifee	Jul 2018	6	McCain 170E	Myers	Tomar
98	Hancock & Parkcrest	Sep 2018	6	McCain 170E	Myers	Tomar
99	Los Alamos & Hospitality Way-Monroe	Sep 2019	6	McCain 170E	Myers	Tomar
100	Clinton Keith & Warm Springs Pkwy-Bronco Court	Jan 2021	8	McCain 170E	Myers	Tomar C

CITY OF MURRIETA SCHOOL ZONE FLASHER & RADAR SIGN INVENTORY – MARCH 2022

ITEM	TYPE	Direction	Street	Location	Cross Street
1	School Zone Flasher	Southbound	Washington	475' North of	Nighthawk Way
2	School Zone Flasher	Northbound	Washington Ave	225' South of	Fullerton Rd
3	School Zone Flasher	Southbound	Jackson Ave	1000' North of	Chaco Canyon Rd
4	School Zone Flasher	Northbound	Jackson Ave	450' South of	Chaco Canyon Rd
5	School Zone Flasher	Westbound	Clinton Keith Rd	200' West of	Whitewood Rd
6	School Zone Flasher	Eastbound	Clinton Keith Rd	325' West of	Creighton Ave
7	School Zone Flasher	Southbound	Whitewood Rd	200' South of	Clinton Keith Rd
8	School Zone Flasher	Southbound	Nutmeg St	40' North of	St. Raphael Dr
9	School Zone Flasher	Northbound	Nutmeg St	225' South of	St. Raphael Dr
10	Radar	Westbound	Branwin St	700' West of	Members Club Dr
11	Radar	Westbound	Hunter Rd	225' West of	Veranda Way
12	Radar	Eastbound	Hunter Rd	100' East of	Spur Dr

Exhibit B

Yunex Proposal and Cost File



Yunex Traffic Work Proposal

Traffic Signal Maintenance Services for the City of Murrieta (RFP NO. 22-100)

April 20, 2022

Yunex Traffic
2250 Business Way
Riverside, CA 92501
www.yunextraffic.com



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April 20th, 2022

Mr. Brian Crawford, Management Analyst
City of Murrieta
Department of Public Works/Engineering
1 Town Square
Murrieta, CA 92562

RE: Proposal for: Traffic Signal Maintenance Services (RFP NO. 22-100)

Mr. Crawford,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the RFP process for providing Traffic Signal Maintenance Services (routine, extraordinary, and emergency services) for the City's Traffic Signal System. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, April 20th, 2022.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 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, controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex's proposed pricing will be valid for a period of five (5) years, subject to CPI increases after the third year.

Yunex plans to coordinate all activities (contract administration, staffing, material warehousing, and testing lab) out of our Riverside office (2250 Business Way, Riverside, CA 92501), which is located approximately 35 miles from Murrieta City Hall. Our office can be reached by telephone (951-784-6600) or by fax (951-784-6700).

Addendum #1 (dated 03/29/22) has been received and is acknowledged.

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 serving the needs of the City of Murrieta and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Steven Teal
Director of Service
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
steven.teal@yunextraffic.com

Yunex LLC

Michael J. Hutchens
Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
michael.hutchens@yunextraffic.com

1. Qualifications & Experience

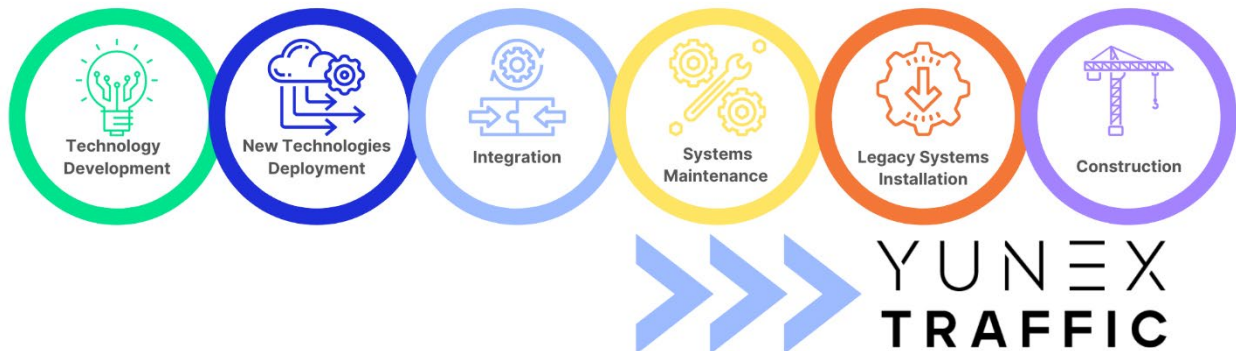
Yunex Traffic stands uniquely positioned to partner with the City of Murrieta for Traffic Signal Maintenance Services. In fact, we believe that our value proposition, a unique mix of corporate characteristics, industry focus, and experiences, is unmatched in the current market. Specifically, we at Yunex Traffic believe that we are the best fit for this contract, based on 5 key attributes:

1. Corporate/Divisional Competency
2. Experience
3. Locality
4. Scalability
5. Updated Project Management

Our Corporate/Divisional Focus and Competency

Yunex Traffic (formerly Siemens Mobility ITS) is a major global player in the industry, driving innovation in technology and physical products that are used by partners, both public and private, throughout the world. The Field Services Division at Yunex Traffic is focused on the installation, integration, and maintenance of all systems, from legacy technology to the newest and most advanced traffic management devices on the market. While this ability to work with all systems is a requisite competency for any maintainer, Yunex Traffic is unique in its occupation of a space that straddles innovation and deployment in a field environment.

Our competitors typically focus on narrower aspects of the Traffic market: Heavy Construction, Traditional Maintenance, or Technological Innovation. By Comparison, Yunex Traffic and our Field Services division provides customers with a wide base of expertise across the spectrum of innovation, deployment, integration, and maintenance of systems and devices.



Our Experience

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.

Our Locality

Our project office, in nearby Riverside, is approximately 35 miles from Murrieta. We are poised to react quickly with additional or specialty equipment, supplementary personnel when required, and with materials that the city requires. This location is not a temporary office specific to this project; we have been firmly planted for 40 years in the area with multiple certified technicians within minutes of your city.

Our Scalability

Yunex Traffic Field Services operates maintenance and project contracts across the United States, serving more than 300 public customers. Unlike a regional player, the distributed Yunex footprint allows us to respond to emerging requirements by shifting resources to where they are needed most. We are the company you are looking for - both local and global. Since we operate in multiple markets, our personnel and equipment are not affected by the same circumstances.

Our Project Management

To provide efficient and effective project management, project progress is tracked in real time using digital tools such as Power BI, Map box, ArcGIS, and Tableau, which enable transparency between Yunex Traffic and its client, while reducing risks of delays.


a. Company Profile

Siemens ITS is now operating as a new company, Yunex Traffic, a Siemens Business. While still part of Siemens, Yunex Traffic is now a more agile company able to adapt to the needs of our clients, while still maintaining the powerful financial backing of Siemens. Siemens is a Fortune 50 infrastructure and technology company, with 350,000 employees in more than 200 countries and annual revenues of upwards of \$80 billion. Of the 350,000 employees, 69,000 are based in the United States, and more than 200 work for Yunex Traffic in the United States.

We have unparalleled experience in providing Traffic Signal Maintenance Services. Our team will ensure the City of Murrieta receives the highest quality maintenance and support services. Our goal is to exceed your expectations. Yunex Traffic is familiar with the needs of your project and the area with our project office located only 35 miles from Murrieta. Siemens and Yunex Traffic have been actively involved in roadway solutions for over 40 years.

The Yunex Traffic Customer Service Division is a licensed A & C-10 electrical contracting and transportation engineering firm specializing in the maintenance, testing, repair, upgrading and replacement of traffic signals, streetlights, and exterior commercial lighting. We have a broad range of expertise and experienced personnel including registered professional transportation engineers, International Brotherhood Electrical Workers (IBEW), Journeymen Electricians / Technicians and International Municipal Signal Association (IMSA) Certified Technicians. Our listed field technicians are already certified as "Qualified Electrical Workers" and have the necessary IMSA certifications required within the RFP.





DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

<https://www.cslb.ca.gov/OnlineServices/CheckLicense/Detail.aspx?LicNum=1080007>

Contractor's License Detail for License # 1080007

Business Information

YUNEX LLC
2250 BUSINESS WAY
RIVERSIDE, CA 92501
Business Phone Number:(951) 784-6600

Entity Ltd Liability
Issue Date 08/19/2021
Expire Date 08/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C10 - ELECTRICAL](#)
- ▶ [A - GENERAL ENGINEERING](#)

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

YUNEX LLC
License Number 1080007

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL
A - GENERAL ENGINEERING

Witness my hand and seal this day,
August 20, 2021
Issued August 19, 2021


 Susan Granzella, Board Chair


 David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

13L-24 (REV. 10/17) OSP 17 143888
AUDIT NO: 715420

We are proud to say that we are one of the most successful traffic signal and streetlight maintenance/construction contractors in the United States. Our employees and equipment are dedicated for traffic signal maintenance and streetlight projects. We issue insulated bucket trucks to all our linemen and electricians. Each truck is equipped with all the necessary tools, equipment, and inventory to perform 100% of project specifications, including all maintenance and repairs for traffic signals. All vehicles are appropriately marked with the company logo, Department of Transportation (D.O.T.) markings, and each employee is issued a company phone and a laptop, or tablet computer.

Yunex Traffic has the largest workforce of IMSA level III Certified Traffic Signal Technicians and NEC Certified Electricians in the industry.

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 the largest workforce of IMSA Level III Certified Technicians, NEC Certified Electricians, and construction personnel in the industry.
- Yunex Traffic has strategically positioned field offices with an abundance of inventory and technical resources, should the need arise.
- 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 owns and operates approximately 100 service vehicles (including three cranes) of various types and sizes in the State of California, the bulk of which are in Southern California.
- Yunex Traffic will provide and maintain emergency service response on a three hundred and sixty-five (365) day basis, including all holidays.



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 Murrieta and its residents.

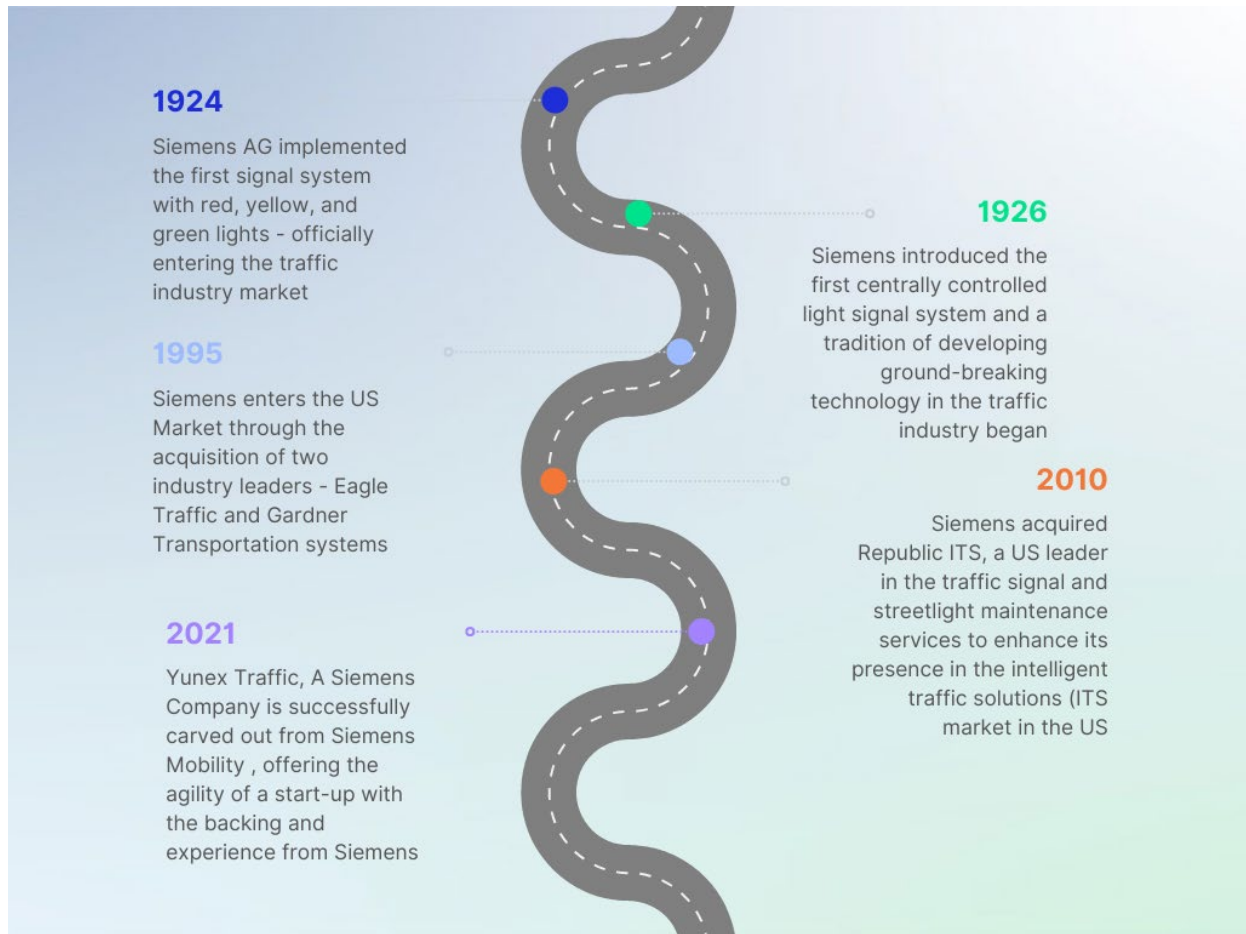
b. Company Background/History

With over 98 years of experience in traffic management solutions and services, our roots lie in the globally respected Siemens family. From there, we have taken the comprehensive expertise in the field of intelligent traffic solutions with us in our way into the future. We enjoy an outstanding reputation as a global solution partner for future proof mobility concepts. In doing so, we combine in-depth industry experience and market leadership with the agility of a startup. As you will see from the graphic below, Yunex Traffic has had a long and storied history in traffic signal and customer service.

c. Years in Business

Yunex currently maintains streetlights, traffic signals, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. We have been in the traffic signal maintenance industry worldwide for over 50 years. In the United States, we have been in business for over 40 years servicing numerous contracts throughout the country.

Siemens has been in business for over 180 years. We have been operating under the name Yunex Traffic, A Siemens Business for 1 year



Murrieta: Traffic Signal Maintenance Services



d. Company Ownership

Firm Name: Yunex LLC, DBA, Yunex Traffic, A Siemens Business

Address: 9225 Bee Cave Rd, Bldg. B, Ste 201 Austin, Texas 78733

Phone: 512-837-8300

Fax: 512-421-6617

Form of Ownership: LLC wholly owned by Siemens

State of Incorporation: Yunex LLC was incorporated in the State of Delaware in February 2021.

e. Location of Company Offices

Siemens AG (Parent Company)

Werner-von-Siemens-Str. 1

80333 Munich, Germany

Office: +49 89 636-33443

Yunex Traffic US Headquarters

9225 Bee Cave Rd, Bldg. B, Ste 201

Austin, Texas 78733

512-837-8300

YTprojects.mobility@siemens.com

f. Local Offices servicing California

Project Office

Yunex Traffic Riverside

Office, Warehouse, and Testing Facility

2250 Business Way

Riverside, California 92501

Other California Offices

Yunex Traffic San Diego

Office & Warehouse

1820 John Towers Ave., Suite A

El Cajon, CA 92020

Yunex Traffic Orange / Los Angeles

Office, Warehouse, & Invoicing

1026 E. Lacy Ave.

Anaheim, CA 92805

Principal Contact Person Regarding Proposal:

Robert Paquette

2250 Business Way

Riverside, California 92501

Office: 951-784-6600

robert.paquette@yunextraffic.com

g. Project Manager

If selected, Candace Gallaher will be the Project Manager servicing the City of Murrieta. Candace, her Service Coordinator, Melissa Torna, and the Area Supervisor, Christopher Slocum 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.

Name	Candace Gallaher
Role	Service Project Manager
Time with Yunex / Siemens	15 years
Time with Other Firms	N/A
PM Direct Supervisor	Michael Hutchens, Western Operations Manager
PM Availability	100%
Bio	Candace has over 15 years of experience managing projects related to traffic signal and streetlight maintenance Candace is accountable for the overall performance for all contracts in the San Bernardino and Riverside County areas, manages 9 field employees, and will be responsible for the overall contract performance and day to day correspondence for this project. Candace and her team will be directly responsible for administering the contract and ensuring all maintenance activities are performed in line with your scope of work.
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Level I Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> ■ Microsoft Word/Excel ■ Adobe Products ■ Microsoft Project ■ SAP (ERP System)
PM Similar Projects	Candace has successfully executed 30 similar projects.
PM Experience	Rancho Cucamonga TS Maintenance (10/2004 – Current) City of Chino TS Maintenance (07/2012 – Current) City of Ontario TS Maintenance (07/2006 – Current) City of Highland TS Maintenance (07/2002 – Current)

Name	Melissa Torna
Role	Service Coordinator
Bio	Melissa has over 11 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. Melissa is responsible for day-to-day coordination, dispatching, customer billing, and supports Candace and the field technicians with all other activities.
Experience	Rancho Cucamonga TS Maintenance (10/2004 – Current) City of Chino TS Maintenance (07/2012 – Current) City of Ontario TS Maintenance (07/2006 – Current) City of Highland TS Maintenance (07/2002 – Current)
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Level I Certified Traffic Signal Technician Other Industry Certifications: <ul style="list-style-type: none"> ■ Melissa is currently working towards obtaining her PMP in Project Management.

Name	Christopher Slocum
Role	Field Supervisor
Bio	Chris has more than 28 years of experience with all aspects of traffic signal / streetlight maintenance, repair, and construction. He has worked in many capacities, such as groundsman, electrician, foreman, and superintendent. Chris is well versed in managing construction projects from simple traffic signal modifications to complete turnkey traffic signal system installations. Chris will be responsible for monitoring all field work and scheduling utility crews for extraordinary repairs.
Experience	Rancho Cucamonga TS Maintenance (10/2004 – Current) City of Chino TS Maintenance (07/2012 – Current) City of Ontario TS Maintenance (07/2006 – Current) City of Highland TS Maintenance (07/2002 – Current)
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Work Zone Safety Other Industry Certifications: <ul style="list-style-type: none"> ■ NEC Certified <ul style="list-style-type: none"> ○ Cert. No. E-107504-G, Expires 09/21/2024

h. Technicians assigned to the City of Murrieta

Name	Tim Walker
Role	Lead Technician
Bio	Tim has over 26 years of experience in traffic signal maintenance, with extensive experience on all types of traffic signal systems. He has experience in all video detection systems, communications, and all other aspects of traffic signal maintenance, troubleshooting and repair. His knowledge of traffic signal systems is unsurpassed as he will be involved with the city's maintenance program as an expert resource
Experience	Rancho Cucamonga TS Maintenance City of Chino TS Maintenance City of Ontario TS Maintenance City of Highland TS Maintenance
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Work Zone Safety ■ IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> ■ NEC Certified <ul style="list-style-type: none"> ○ Cert. No. E-126754-G, Expires 09/19/2024 ■ Econolite ASC3 Controller & Autoscope Certified ■ Bucket Truck Certified ■ ATSI CMU/MMU Test Equipment Certified

Name	Brandon Meidl
Role	Traffic Signal Technician
Bio	Brandon has over 17 years of experience in traffic signal maintenance, with extensive experience in the installation of traffic signal devices, troubleshooting and repair. He understands 170 & NEMA based controllers and numerous additional traffic signal/ control devices. He has a vast knowledge of Traffic Signal Systems.
Experience	Rancho Cucamonga TS Maintenance City of Chino TS Maintenance City of Ontario TS Maintenance City of Highland TS Maintenance
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Work Zone Safety ■ IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> ■ Iteris Video Detection Certified ■ Econolite Proficient ■ BBS Proficient ■ Bucket Truck Certified ■ Rhythm Trained

Name	Christopher Franco
Role	Traffic Signal / Streetlight Technician
Bio	Chris has over 15 years of experience in traffic signal / streetlight maintenance, with extensive experience on all types of lighting systems (streetlight, safety lighting, park lighting, sports field lighting, etc.). He is extremely knowledgeable with all aspects of traffic signal / streetlight maintenance, troubleshooting, and construction.
Experience	Rancho Cucamonga TS Maintenance City of Chino TS Maintenance City of Ontario TS Maintenance City of Highland TS Maintenance
Qualifications/Certifications	<ul style="list-style-type: none"> ■ IMSA Work Zone Safety ■ IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> ■ NEC Certified <ul style="list-style-type: none"> ○ Cert. No. E-156990G, Expires 06/26/2022 ■ Bucket Truck Certified ■ OSHA Certified

IMSA Certificates





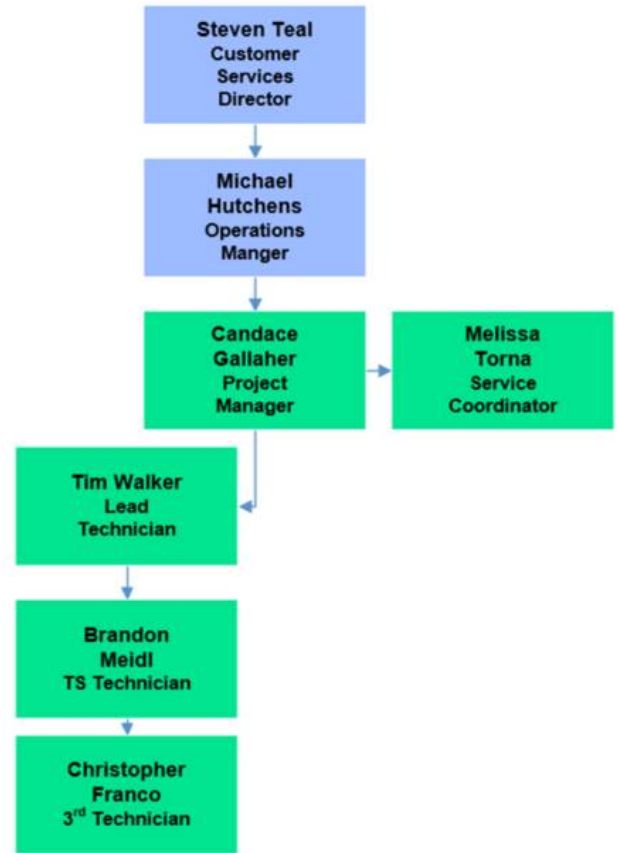
Senior Management

Director of Service: Steven Teal

Steve brings 23 years in the Traffic Signal/ITS industry as a technician, project manager, operations manager, and regional manager. Since 2015, he has been the Director of Service for Siemens/Yunex Traffic and is accountable for the Yunex Traffic, Signal/ITS Maintenance business nationwide. He is responsible for the management of 33 office employees, 91 field employees and more than 155 municipal traffic signal and streetlight maintenance contracts.

Operations Manager: Michael Hutchens

Mike has over 28 years of extensive experience in both the technical and construction related aspects of the traffic signal and streetlight maintenance industry. He has served in many different capacities with increasing responsibility as he has shown himself to be thorough, professional, and competent through the years from field laborer to project management, and most recently operations management. Mike is responsible for overall profits and losses for the Southwest US territory. Mike has managed 115 traffic signal and street lighting maintenance customers.



i. Number of employees locally and nationally

Our Yunex Traffic US headquarters are in Austin, TX and employs more than 200 people - engineers, developers, integrators, and support staff - all driving our traffic systems business. An additional 100 technical staff are in multiple field offices across the country to complete local projects and provide customer support. Our robust portfolio of products and experience will help drive your project's success.

j. Location from which employees will be assigned

All Yunex staff assigned to this contract will be reporting out of our Riverside office:

Project Office

Yunex Traffic Riverside
Office, Warehouse, and Testing Facility
2250 Business Way
Riverside, California 92501

k. Sub-Contractors

Yunex Traffic does not intend to utilize any sub-contractors if awarded this contract.

I. Litigation

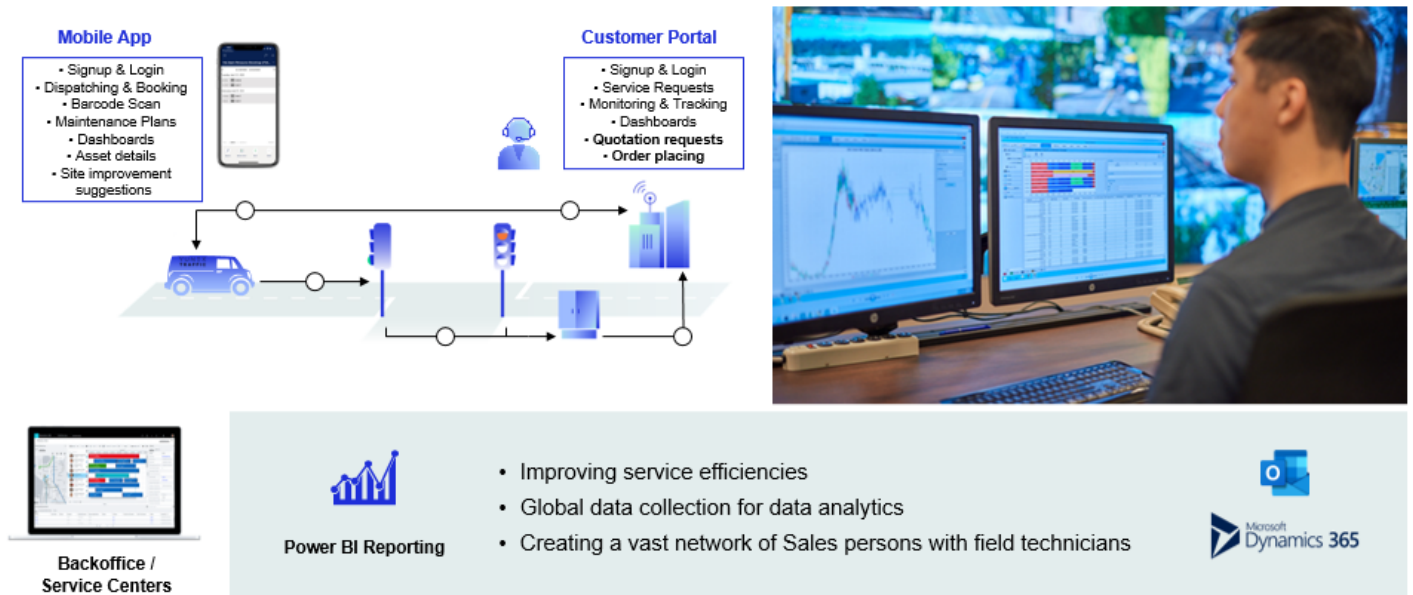
At present Yunex Traffic, A Siemens Company, has no pending criminal, civil or administrative litigations. Please note that this certification primarily reflects information related only to this business unit and not to its affiliates. Yunex Traffic is a part of a large corporate enterprise, with numerous directly or indirectly controlled or controlling affiliates, conducting various disparate businesses in multiple jurisdictions, and employing over 60,000 employees in the United States. Information from Siemens AG. affiliates regarding issues not material to the business of Yunex Traffic is generally not centrally maintained by Siemens. As a result, we cannot ensure the completeness of such information. Consequently, a material risk of insolvency to either the Service Provider or Guarantor or materially affects the Service Provider's or Guarantor's ability to perform their obligations due to pending litigation is not apparent.

Siemens performs tens of thousands of projects annually through over one hundred offices. As such Siemens has been involved in miscellaneous litigations and disputes arising out of its business, none of which are of a material nature as to adversely impact its ability to perform completely and satisfactorily any of its projects.

2. Work Management & Record Keeping

Service Management Tool @YUNEX = SBP

One modern platform to support the global service team and our customers



Service Business Platform @ITS

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

Murrieta: Traffic Signal Maintenance Services

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- 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 Specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your scope of work.

The image displays three screenshots of a mobile application interface for traffic signal maintenance services.

Left Screenshot (3:35): Shows a "Monthly Routine Maintenance Checklist" for a "Monthly Routine Maintenance" task. The checklist includes:

- 1. Air Filter ***: Clean or replace the air filter element in controller cabinet. Replace the Air Filters at least once each (6) Months or unless otherwise approved by the Traffic Engineer.
 - Cleaned Air Filter
 - Replaced Air Filter
- 2. Controller Cabinet Exterior ***: Remove any posters, signs and/or graffiti, etc. from the controller and service cabinet exteriors.
 - Task Completed
 - Other (describe)
- 3. Controller Cabinet & A/C Service Cabinet Interior ***: Clean the traffic signal cabinets and a/c service cabinet thoroughly on the inside, including all components and any foreign materials.
 - Is Controller Cabinet Clean

Middle Screenshot (2:03): Shows a "Bookable Resource Booking" screen for case "Signal in Red Flash" at customer asset "TS Spruce / Elm". It includes a "BING MAP" showing the location at "Elm Avenue Rancho Cucamonga CA 91730 United States".

Right Screenshot (3:37): Shows a detailed checklist for "Controller Cabinet & A/C Service Cabinet Interior". The tasks include:

- 3. Controller Cabinet & A/C Service Cabinet Interior ***: Clean the traffic signal cabinets and a/c service cabinet thoroughly on the inside, including all components and any foreign materials.
 - Is Controller Cabinet Clean
 - Is Service Cabinet Clean
- 4. Controller Cabinet Fan ***: Verify that the controller cabinet fan operates properly with a minimum of noise.
 - Confirmed Proper Operation
 - Other (describe): Fan needs to be replaced.
- 5. Thermostat ***: Verify that the cabinet fan thermostat is set at one hundred (100) degrees Fahrenheit.
 - Confirmed Proper Setting and Operation
 - Other (describe)
- 6. Controller Cabinet Vents**: Check the vents in both the controller cabinet door and above the door next to the top of the cabinet to ensure that

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.)

SBP Customer Service - Work Order Details

Portal - All Work Orders Search Work Order

Work Order Number ↑	Case Title (Case)	Priority	System Status	Customer Asset	SAP Service Order Number
66347	S/H HANGING BY WIRES	Normal	Completed	TS Hermosa / Feron	005004285877
66367	ROCHESTER /VPL NB POLE KD	Normal	Completed	Street Light - Generic 2600117715	005004285897
66375	SB ISNS HANGING	Normal	Completed	TS Foothill / Etiwanda	005004285906
66402	NWC NB L/T 10' GRN B/O	Normal	Completed	TS Arrow / Vineyard	005004285934
66412	FLASH	Normal	Completed	TS Base Line / Rochester	005004285944
66471	Baseline & Archibald-Raise Conduit/Pedes	Low			
66517	Flash	High			
66551	SB OH green stuck on	High			
66553	Check WB detection	High			
66558	Flash	High			

Home > SBP Customer Service > Work Order Details

Work Order Number *
66402

Created On
2/17/2022 2:59 PM

System Status *
Completed

Case
NWC NB L/T 10' GRN B/O

Service Account *
TS Arrow / Vineyard

Work Order Type *
Diagnosis & Repair

Customer
CITY OF RANCHO CUCAMONGA

Customer Asset
TS Arrow / Vineyard

Work Order Products

Name	Description	Quantity	Quantity To Bill	Total Amount	Line Status	Created On ↓
12" Gr Arrow Q Lens "Orndt Dn" LEOTEK	12" Gr Arrow Q Lens "Orndt Dn" LEOTEK	1.00	1.00	€0.00	Used	2/17/2022 6:25

Time Entries

Bookable Resource	Start ↓	End	Duration	Type	Activity Type	Billable	Billing Indicator	Bookable Resource
Ramos, Neale	2/17/2022 3:30 PM	2/17/2022 5:30 PM	120	Work	Work-OT-Tech1	Yes	Direct Time - Overtime WH	66402

Booking Resolutions

Resource ↑	End Time	Response
Ramos, Neale	2/17/2022 5:30 PM	Removed incandescent parts and installed Siemens supply led

YUNEX TRAFFIC
A Siemens Business

Home | Cases | Call Status | Call Status Calendar | Assets | Quotes | My Account | Search | English

SERVICE PORTAL

All Search

Active Work Orders by Status Each Month

Monthly open/closed Corrective Cases for last 12 months

Monthly open/closed Preventive Cases for last 12 months

Open Work Orders from last 7 days

Work Order Number	Case Title (Case)	System Status
66518	TS BBS Replacement FY 21-22 Project	Unscheduled
66556	Flash	Unscheduled
66593	6962 S VICTORIA WINDROWS LOOP/ JASMINE CT RCID 1809114	Scheduled
66471	Baseline & Archibald-Raise Conduit/Pedes	Scheduled
66662	Rochester 50 Victoria Pl - STL Pole Instl	Scheduled
66663	Terra Vista ED Elena W - STL Pole Instal	Scheduled

Closed Work Orders from last 7 days

Work Order Number	Case Title (Case)	System Status
62973	TS Haven / Trademark	Completed
63012	TS Vineyard / San Bernardino	Completed
63918	TS Base Line / Hellman	Completed
63355	TS Haven & Valencia	Completed
63910	TS Haven / 7th	Completed
63947	TS Day Creek / Sugargum	Completed

Tracking as Related to Invoicing

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.

TS B - Merrill / Bloomington / Riverside					
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req. 3801177197			
Description: NEC POLE KD * CALLER: PD		Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.			
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	
SERVICE BUCKET TRUCK	26.000 H @	per H	\$	\$ 0.00	
MATERIALS	1 PC @	per PC	\$	\$ 0.00	
			Visit Total	\$ 0.00	
			Total	\$ 0.00	

3. Yunex Statement of Financial Responsibility

Yunex LLC, a Delaware corporation ("SMI") is a subsidiary member 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 www.siemens.com through "Investor Relations". All required financial reports and filings are available at the SEC's website <http://sec.gov/edgar.shtml>. Yunex LLC its subsidiaries are not publicly traded companies and do not release separate annual financial statements.

4. Other Information

Intent and Understanding of the Project

It is our understanding that the City of Murrieta is seeking a qualified traffic signal maintenance firm to provide a city-wide Traffic Signal Maintenance Services program. The selected service company will be responsible for providing a continuing, comprehensive, routine, and extraordinary maintenance program at the City's signalized intersections. The City's expectation is that the signal maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the traffic control equipment, thus reducing the overall operating cost for the City's traffic signal system.

Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA Level II and III Traffic Signal Maintenance personnel. The individuals assigned to this contract have over 58 years of experience managing and maintaining traffic signal systems, fiber networks, and central systems.

Our traffic signal laboratories (conveniently located in Riverside) provide a full range of technical services including complete controller/cabinet testing, controller repair, and conflict monitor/CMU testing and certification. Services for this contract include the provision of appropriately trained personnel, equipment, and overhead equipment necessary to perform maintenance activities as outlined in your RFP.

We understand that the general scope of the work to be done consists of routine preventative maintenance and repair of your traffic control systems as well as general and emergency repair of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, 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 repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090**. A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile 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 site **within one (1) hour during normal working hours (within two (2) hours during non-working hours)** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our service around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same 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 common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Murrieta.

Routine Maintenance

We will execute a comprehensive routine maintenance program (monthly, quarterly, semi-annually, and annually) as outlined in the City's Scope of Work, as recommended by the manufacturer, and as listed below. Yunex Traffic will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the city.

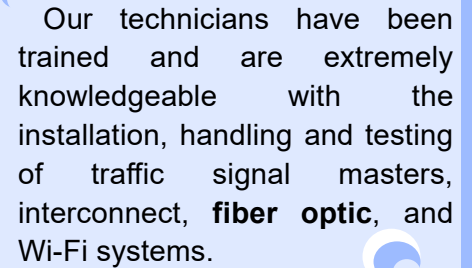
Yunex traffic technicians will, at a minimum, perform the following tasks on the City's traffic control systems monthly:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location, he will complete a job hazard analysis (JHA) determining any potential hazards at the location. Following the JHA, he/she will secure the area with proper traffic control as referenced in the most recent edition of the W.A.T.C.H. Handbook and in accordance with the city's traffic control requirements.
- Our technician will first clean and vacuum the controller and battery backup cabinets (if equipped) and ensure the cabinet vents are unobstructed, the air filter is clean, properly inserted, and secure (air filters will be replaced semi-annually or sooner if necessary). During this process your Yunex Traffic technician will perform the following checks inside the controller cabinet:
 - Confirm that the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant or animal intrusion inside the controller cabinet will be reported to the city and repaired immediately.
 - Verify fan operation and ensure the thermostat is set to 95 degrees Fahrenheit and that there is sufficient airflow through the cabinet.
 - Inspect cabinet hardware (i.e., door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the city.
 - Inspect electrical components (i.e., relays, load switches, equipment displays and indications, flasher(s), rack-mount detectors, harness/connectors, service connections, system telemetry, communications system, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and adjust as necessary. We'll also verify proper operation of all equipment displays and cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.
 - Annually verify that controller software or firmware is up to date, including all spare controllers that Yunex Traffic maintains.
- Following the visual inspection, your Yunex Traffic technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and



coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.

- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad to verify controller servicing of each phase.
- Yunex Traffic technicians will ensure your controller's date and time is correct and we'll adjust all controller clocks within 48 hours of time changes related to Daylight Savings Time. This also includes confirming the correct date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during each visit.
- Your Yunex Traffic technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- All CMU's/MMU's will be tested annually with an MT-180 or equivalent conflict monitor tester. Individual test results will meet the city's documentation requirements and be available in each controller cabinet and an electronic file (USB or CD) will be delivered to the city with 30 days after completing the testing. This test will also be documented on the routine maintenance log located in the controller cabinet. The cost for annual CMU/MMU testing is included in the flat rate for routine preventative maintenance.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will adjust or re-tune detector amplifiers and correct substandard splices as necessary. Loops requiring re-seal or replacement will be documented and reported to the city immediately.
- If the intersection is equipped with video/radar detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will also verify that detection system software has been properly updated. Your Yunex Traffic technician will also clean the video detection camera lenses.
- If equipped, your Yunex Traffic technician will confirm operation of all preemption devices (i.e., railroad, emergency vehicle preemption (EVP), fire station preemption, etc.). Optical detector lens will be cleaned annually.
- Inspect CCTV cameras for correct operation. Check for damage to wiring or housing and clean lens.
- The technician will also test your interconnect systems to maintain existing operation and will notify you of any deficiencies.
- If equipped, your Yunex Traffic technician will check battery back-up systems/uninterruptible power supplies (UPS) including checking/logging the battery and load levels. We will perform semi-annual testing by electrical bypass for proper operation. We will report any batteries that require replacement immediately. In addition, we'll confirm all battery connections to ensure they are clean and secure. All events and run time will be documented inside each controller cabinet.



Our technicians have been trained and are extremely knowledgeable with the installation, handling and testing of traffic signal masters, interconnect, **fiber optic**, and Wi-Fi systems.

- Yunex Traffic will perform a monthly night check of safety lights and illuminated street name signs (ISNS) at all signalized intersections (if equipped). Our findings will be submitted to the city along with a price proposal for the required repairs.



- Our technician will walk the intersection (clockwise and counterclockwise) and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts. During this process your Yunex Traffic technician will perform the following checks outside of the controller cabinet:
 - Depress all pedestrian push buttons and observe proper timing and display.
 - Visually inspect the loops for sufficient sealant or exposed loop wires.
 - Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
 - Visually inspect all signal doors, back plates, and visors and confirm they are secure.
 - Remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet. Graffiti will also be removed within twenty-four (24) hours of notification.
 - Prepare a list of locations where painting may be necessary, which will be submitted to the city for approval. Painting rates are listed in the extraordinary maintenance fee schedule.
- The technician will lubricate cabinet door locks and padlocks quarterly, unless required sooner.
- Maintain an inventory list of all equipment in the controller cabinet at each location. This list will also be updated electronically and provided to the city every six months, or upon request.
- Radar Feedback Signs and School Zone Flashing Warning Lights will also be checked/tested for proper function by Yunex Traffic technicians. Detection equipment, speed displays, LED's, solar charging systems, batteries, and wireless Wi-Fi will be monitored to ensure all systems are setup correctly and operating efficiently.
- Your Yunex Traffic technician will document all maintenance activities on the city approved preventative maintenance checklist, on the cabinet log, and in their mobile device which is wirelessly communicating to our maintenance server enabling our customers to view all progress virtually real-time.

Extraordinary Services

In addition to the preventative maintenance program, we will provide other extraordinary services such as scheduled repairs, emergency response and technical support services to the city's traffic signal systems in accordance with city requirements and as listed below.

Our extraordinary and emergency response services include, but not limited to, the following services:

- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops,

sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.

- Assisting the city for special events or for city construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion.
- Perform overhead maintenance on safety lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- **Signal Loop Replacement.** Yunex Traffic is the only maintenance provider who performs Loop replacements in-house.
- USA Dig Alert – Locating services using **in-house locators**.
 - Yunex Traffic 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, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.



Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.

Our Ability to Supply

Yunex Traffic technicians will be equipped with various types of industry equipment including controllers from McCain (Type 170E with 200/233 MC1 software). We fully stock our bucket trucks with signal controllers, power supply's, conflict monitors/malfunction monitors, relays, load switches, detectors (rack and shelf mount), BIU's, various video detection system cameras and processors, signal heads, pedestrian heads, signal framework, LED's, luminaries, and many more required parts.

Yunex Traffic maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED indications, luminaries (HPS, MH, MV LPS and LED), service enclosures, controller cabinets



and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enables our team to repair or replace damaged equipment expeditiously and professionally.

At Yunex Traffic, we have provided the type of equipment, components, material, and services as outlined, continuously for over 40 years. We have a tremendous reputation throughout Southern California for meeting response times and exceeding expectations.

Lessons Learned from Previous Projects

As a provider of Traffic Signal Maintenance solutions, Yunex Traffic is aware of what it takes to meet the requirements of Murrieta. In the over 40 years we have been providing this service, we have realized the best methods for a successful maintenance contract. Communication is at the heart of the success of any relationship and the relationship between Yunex Traffic and the City is no exception. We have also discovered that hiring the right people, ensuring their longevity with our company, and encouraging ongoing education are all critical points. Finally, adhering to safety protocols and ongoing safety training for all field staff ensures the quality of the contract.

The Right People

For this project, we are assigning people who live in, or within a short drive of Murrieta. They have a long history in TS Maintenance and most of it has been with us. The technicians we will be utilizing are Level III and II IMSA Traffic Signal Technicians, IMSA Work Zone Safety Certified, Bucket Truck certified, and have combined experience of over 58 years. Our Project Manager, Candace Gallaher, has successfully managed over 30 similar projects.

Safety

At Yunex Traffic, we do not take safety lightly. Yunex Traffic believes in a Zero Harm culture - for our employees, as well as for your citizens and visitors. We have stringent safety protocols to ensure a safe working environment while minimizing disturbances and ensuring safe motorways. Our staff is trained in proper work on busy roads, including traffic control management and lane closure procedures, if needed.

Training

Yunex Traffic recognizes the importance of training as a benefit not only to our staff, but also to ensure a quality project. On-going training alleviates frustrations and establishes a strong foundation for service execution, results, and performance. We provide a variety of training options including project based; webinars; on-site classroom training; tailgate safety trainings, and custom training packages. In addition to project, product, and manufacturers training, we provide OSHA training as well as comprehensive environmental, health and safety programs including specific training on bucket trucks, utility line safety, and other safety protocols. Further we encourage all our service and operations staff to continue their education and on-going training, obtaining all applicable certifications.

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. Our employees are trained using a variety of resources and methods. The IBEW provides professional competence and safety training to our field staff. Our employees are trained in basic safety including proper lifting techniques. They have weekly tailgate

meetings that address items such as electrical safety and current industry safety practices. Our electricians and technicians are also IMSA and IBEW trained. 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.

Drug Testing

Yunex Traffic conducts drug and alcohol testing under the following circumstances, unless prohibited by law or otherwise:

Applicant testing: All applicants for employment to whom the Company has made a conditional job offer must undergo a pre-employment drug test.

Employee testing: The Company may require employees to submit to drug and/or alcohol testing under the following circumstances:

- When the Company has a reasonable basis for believing that an employee is using or is under the influence of drugs or alcohol in violation of the Company's Drug and Alcohol-Free Workplace Policy.
- When an employee(s) has caused or contributed to an on-the-job accident that results in a personal injury with loss of work time, or when damage to Company property occurs.
- On a return-to-work and follow-up basis following education or treatment either for drug or alcohol abuse or because of a positive drug or alcohol test.
- As part of a scheduled fitness-for-duty evaluation.
- As part of a random testing program, if the employee works in a safety-sensitive position, or as may be required by a Siemens customer or applicable law,
- As may otherwise be required or permitted by law.

The Company's testing policy will be administered in a manner that complies with all federal, state, and local laws governing drug and alcohol testing. To the extent any provision of this policy is inconsistent with applicable law, the policy will be implemented to comply with the relevant law. Yunex Traffic's complete policy for Drug and Alcohol-Free Workplace and Testing can be made available upon request.

References

For this project, we are providing the below references:

Client	Description	City Contact	Contact information
City of Rancho Cucamonga	Traffic Signal Maintenance	Timothy Baltazar	10500 Civic Center Dr. Rancho Cucamonga, CA 91730 909-774-4136 tim.baltazar@cityofrc.us
City of Chino	Traffic Signal Maintenance	Mario Flores	13220 Central Ave Chino, CA 91710 909-591-9828 mflores@cityofchino.org
City of Ontario	Traffic Signal Maintenance	Johnson Hua	303 East B St. Ontario, California 91764 909-395-2131 jhua@ci.ontario.ca.gov
City of Anaheim	On Call Traffic Signal Maintenance	John Thai	201 S. Anaheim Blvd. Anaheim, CA 92805 714-765-5202 jthai@anaheim.net
City of Fullerton	Traffic Signal Maintenance	Dave Langstaff	303 W. Commonwealth Fullerton, CA 92832 714-738-6858 davel@ci.fullerton.ca.us

Yunex has *many* more references that can/will be provided upon request.

Equipment

Contract Management Team

Steven Teal	Director of Service, US	<ul style="list-style-type: none"> IMSA Level III Certified Technician "A" Contractor License Holder 	
Michael Hutchens	Area Operations Manager	<ul style="list-style-type: none"> IMSA Level III Certified Technician "C-10" Contractor License Holder 	
Candace Gallaher	Service Account Manager	<ul style="list-style-type: none"> IMSA Level I Certified Technician 	
Melissa Torna	Service Coordinator	<ul style="list-style-type: none"> IMSA Level I Certified Technician 	
Jennifer Dalby	Dispatcher	<ul style="list-style-type: none"> Not Applicable 	

Contract Execution Team

Christopher Slocum	Field Supervisor	<ul style="list-style-type: none"> NEC Certified IMSA Work Zone Safety 	2019 Supervisor Pickup Truck
Minh Tran	Engineering Technician	<ul style="list-style-type: none"> NEC Certified IMSA Level III Certified Technician 	2018 Supervisor Pickup Truck
Timothy Walker	Lead Traffic Signal Specialist	<ul style="list-style-type: none"> NEC Certified IMSA Level III Certified Technician 	2019 Ford Pickup Truck
Brandon Meidl	Traffic Signal Technician	<ul style="list-style-type: none"> NEC Certified IMSA Level II Certified Technician 	2019 Ford Bucket Truck
Christopher Franco	Traffic Signal / Streetlight Technician	<ul style="list-style-type: none"> NEC Certified IMSA Level III Certified Technician 	2019 Ford Bucket Truck
Alberto Ramirez	Traffic Signal Technician	<ul style="list-style-type: none"> NEC Certified IMSA Level III Certified Technician 	2019 Ford Bucket Truck
Samson Monte	Lead Traffic Signal Specialist	<ul style="list-style-type: none"> NEC Certified IMSA Level III Certified Technician 	2019 Ford Bucket Truck



Jorge Luviano	Traffic Signal Technician	<ul style="list-style-type: none"> • NEC Certified • IMSA Level III Certified Technician 	2019 Ford Bucket Truck
Gabriel Knutson	Traffic Signal Technician	<ul style="list-style-type: none"> • NEC Certified • IMSA Level III Certified Technician 	2019 Ford Bucket Truck
Neale Ramos	Traffic Signal Technician	<ul style="list-style-type: none"> • IMSA Level III Certified Technician 	2019 Ford Bucket Truck
Nathaniel Baker	Traffic Signal/Fiber Technician	<ul style="list-style-type: none"> • IMSA Level I Certified Technician • Fiber Optics Technician 	2019 Ford Bucket Truck

Auxiliary Field Staff (Construction/Utility)

Cecil Terry	Construction Foreman	<ul style="list-style-type: none"> • NEC Certified • IMSA Work Zone Safety 	2019 Ford Contractor/Utility Body
Hugo Munoz	Groundsman/Crane Operator	<ul style="list-style-type: none"> • NEC Certified • IMSA Work Zone Safety • Certified Crane Operator 	2018 Ford Contractor/Utility Body

Available Equipment and Tools (All located in Riverside, California):

Equip No.	Year	Description
AB312	2006	Allmand 25 Lamp SP Towable Arrow Board
AB584	2014	Wanco Towable Arrow Board
AC313	1999	Ingersoll Rand DP Towable Air Compressor
AB321	1999	Allmand 25 Lamp SP Towable Arrow board
AC321	2006	Sullair DP Towable Air Compressor

Specialty Tools

ATSI PCMT 8000 Conflict Monitor Test and Certification Unit
ATSI PCMT 2600 Conflict Monitor Test and Certification Unit
Metrotech Underground Locator (USA Dig Alert)

5. Sample of Yunex Proposed Service Report

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.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00 Work Order #: 5002764108 Debit Memo Req. 3801177197				
Description: NEC POLE KD * CALLER: PD				
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.				
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
SERVICE BUCKET TRUCK	26.000 H @	per H	\$	\$ 0.00
MATERIALS	1 PC @	per PC	\$	\$ 0.00
Visit Total			\$	\$ 0.00
Total			\$	\$ 0.00

Murrieta: Traffic Signal Maintenance Services



6. Listing of Subcontractors

Yunex Traffic does not intend to utilize any sub-contractors if awarded this contract.

7. Proof of Insurance

Yunex LLC has reviewed the insurance requirements provided in the RFP and plans to fully comply, should we be awarded the contract.

Please see our sample Insurance Certificate below:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 06/16/2021	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 CN101547597-YUNEX-2021 YUNEX YES/NE				CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : HDI Global Insurance Company 41343 INSURER B : Travelers Property Casualty Co. of America 25674 INSURER C : The Travelers Indemnity Company 25658 INSURER D : INSURER E : INSURER F :			
INSURED YUNEX LLC 170 WOOD AVE SOUTH ISELIN, NJ 08830							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
		NYC-01133696-01					
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		GLD11101-12	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 100,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COM/POP AGG	\$ INCL
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TC2J-CAP-7440L34A-TIL-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$ N/A
						BODILY INJURY (Per accident)	\$ N/A
						PROPERTY DAMAGE (Per accident)	\$ N/A
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-8P83929A-20-51-K (AOS) UB-8P79233A-20-51-R(AZ, MA, OR, WI) TWKJ-UB-7440L338-20 (OH) *****\$500K LIMIT / \$500K SIR*****	10/01/2020 10/01/2020 10/01/2020	10/01/2021 10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
YUNEX LLC 170 WOOD AVE SOUTH ISELIN, NJ 08830				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>			
ACORD 25 (2016/03)		© 1988-2016 ACORD CORPORATION. All rights reserved.					
The ACORD name and logo are registered marks of ACORD							



**City of Murrieta
Traffic Signal Maintenance Services
Request for Proposal No. 22-100 Cost File**

Blue shaded cells require Contractor data input

Name of Proposer Company

Yunex LLC

Pricing for all items shall include all mobilization, materials, equipment and labor for each unit.

Routine Maintenance

Item	Cost per Unit
1 Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and reflective street name signs. Per Intersection, Per Month	\$ 84.5000
2 Routine inspection, preventative maintenance and repairs of School Zone Warning Flashers, Per Location, Per Month	\$ 37.0000
3 Routine inspection, preventative maintenance and repairs of Radar Feedback Sign. Per Location, Per Month	\$ 37.0000

Extraordinary Maintenance

Signal Heads	Cost per Unit
4 Replace Red Ball LED	\$ 75.0000
5 Replace Yellow Ball LED	\$ 75.0000
6 Replace Green Ball LED	\$ 75.0000
7 Replace Red Arrow LED	\$ 76.0000
8 Replace Yellow Arrow LED	\$ 76.0000
9 Replace Green Arrow LED	\$ 76.0000
10 Replace Traffic Signal Framework	\$ 475.0000
11 Replace Signal Visor	\$ 52.0000
12 Replace Signal Backplate	\$ 126.0000
13 Installation of 3 Section 12" LED Signal Head	\$ 543.0000
14 Installation of 4 Section 12" LED Signal Head	\$ 783.0000
15 Installation of 5 Section 12" LED Signal Head	\$ 1,015.0000

Controller, Cabinet & Appurtenances	Cost per Unit
16 Installation of New 170E/207D Controller	\$ 3,900.0000
17 Installation of New 332L Cabinet	\$ 14,000.0000
18 Installation of New 333L Cabinet	\$ 13,300.0000
19 Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades	\$ 1,500.0000
20 Install New Type III Service	\$ 3,600.0000
21 Replacement of Detectors as needed	\$ 825.0000
22 Installation of new CCTV camera	\$ 6,050.0000
23 Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	\$ 950.0000
24 Annual Conflict Monitor Testing	\$ 110.0000
25 Replacement of Inoperable Conflict Monitors	\$ 1,115.0000

Pedestrian Heads & Pedestrian Push Buttons	Cost per Unit
26 Replace Pedestrian Module Kits (countdown only)	\$ 190.0000
27 Replace Pedestrian Push Button	\$ 78.0000
28 Replace Pedestrian Head	\$ 198.0000
29 Replace Pedestrian Framework	\$ 307.0000
30 Replace Pedestrian Push Button Assembly	\$ 92.0000
31 Replace Pedestrian Push Button Signage	\$ 43.0000

Painting

Cost per Unit

32	Clean, Primer and Repaint Controller Cabinet and Type III Electric Service Cabinet with City Approved Paint Color, Per Intersection	\$	850.0000
33	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Paint Color, Per Head	\$	130.0000
34	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	\$	725.0000

Detection

35	Replace Type E Loop Including Lead-In and Splicing	\$	505.0000
36	Replace Type E Modified Loop Including Lead-In and Splicing	\$	585.0000
37	Replace Bicycle Loop Including Lead-In and Splicing	\$	585.0000
38	Replace Video Detection Camera	\$	2,350.0000

Battery Back-Up System

39	Installation of New Battery Back-Up System (per intersection)	\$	9,900.0000
40	Replace Battery Back-Up Unit Invertor	\$	3,615.0000
41	Replace Batteries, Per Unit	\$	795.0000
42	Replace Battery Back-Up Cabinet	\$	2,400.0000

Traffic Signs, Safety Lights, RSNS

43	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	\$	115.0000
44	Replacement of 6' Reflective Street Name Sign Panel	\$	1,000.0000
45	Replacement of 8' Reflective Street Name Sign Panel	\$	1,315.0000
46	Replacement of Inoperable LED Safety Light Fixture	\$	560.0000

Underground Service Alert

47	Response to all USA Requests/Notices or at the request of the City 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 might conflict with other right-of-way construction or repairs.	\$	225.0000
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Labor & Equipment Rates

Labor (Use rates for equivelant position)

	Regular Time/Hr	Overtime/Hr
48 Signal Maintenance Superintendent	\$ 127.0000	\$ 158.0000
49 Signal Maintenance Technician	\$ 113.0000	\$ 141.0000
50 Field Traffic Signalman	\$ 113.0000	\$ 141.0000
51 Laborer	\$ 104.0000	\$ 147.0000
52 Painter	\$ 65.0000	\$ 78.0000
53 Engineering Technician	\$ 127.0000	\$ 158.0000
54 Interconnect/Communications Specialist	\$ 119.0000	\$ 150.0000

Equipment

	Regular Time/Hr	Overtime/Hr
55 Aex Lift (Hydraulic Boom)	\$ 33.0000	X
56 Pickup Truck	\$ 25.0000	X
57 Service Truck	\$ 25.0000	X
58 Service Ladder Truck	NOT SAFE	X
59 Boom Ladder Truck (Man Lift)	NOT SAFE	X
60 Concrete Saw & Water Truck	\$ 35.0000	X
61 Compressor with Tools	\$ 5.0000	X
62 Crane	\$ 75.0000	X
63 Dump Truck	\$ 25.0000	X

Name and Title of Authorized Signatory Michael J. Hutchens (Operations Manager)

Signature 

Date 4/20/2022