

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SIEMENS INDUSTRY, INC.**

THIS AGREEMENT is made and entered into this 1st day of March, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Siemens Industry, Inc., a Delaware corporation ("Consultant").

WITNESSETH:

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

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four years, ending on February 28, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Upon the expiration of the initial term, this Agreement shall automatically renew for up to three (3) additional one (1) year terms unless either party gives written notice not to renew at least 60 days prior to the expiration of the current term.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the

City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and

appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Siemens Industry, Inc.
1266 N. La Loma Circle
Anaheim, CA 92806
Tel: (714) 630-2100
Fax: (714) 630-2828
Attn: Steven M. Teal

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5017
Fax: (714) 754-5028
Attn: David Cho

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

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

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

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without

City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

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

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

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

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

CEO

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Raja Selvaraman

Project Manager

Date: 2/3/15

DEPARTMENTAL APPROVAL

EJ

Public Services Director

Date: 2.2.15

EXHIBIT A
REQUEST FOR PROPOSALS

21.2.2

21.2.2





CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

December 4, 2014

Interested Consultants

SUBJECT: REQUEST FOR PROPOSALS FOR THE MAINTENANCE OF THE CITY'S TRAFFIC SIGNAL SYSTEM

Dear Consultant:

The City of Costa Mesa Transportation Services Division is accepting proposals for maintenance services of the City's various traffic signals and related equipment. The subject services generally entail establishing a program of continued comprehensive maintenance for the City's 123 traffic signals to reduce the incidence of malfunctions, promote safety, and proactively extend the longevity of equipment. The services include providing routine and extraordinary maintenance of the traffic signal and lighting systems, closed circuit television cameras, flashing crosswalks, flashing beacons, battery backup systems, radar speed warning devices, and the associated communications network on an on-call and emergency basis. The specific contractual elements of work are defined in the attached "Agreement for Traffic Maintenance Services" and the "Scope of Work."

It is requested that careful attention be directed to the attached Agreement and Scope of Work. As defined therein, the term of contract services shall extend from a one-year to four-year contract, as authorized by the City, commencing on March 1, 2015, and ending on February 28, 2019. Service performance shall be reviewed annually and extended at the sole discretion of the City. Services rendered during this period shall conform to unit prices established within the "Fee Proposal" attached to the agreement.

1. Content of Proposal:

It is desired that the following be submitted with your proposal:

- a) A demonstrated understanding of the scope of services.
- b) A listing of all personnel responsible for the services as described in the attached Scope of Work, and a brief resume of each. Indicate the name of the local area supervisor who may be contacted for questions and comments on the described work performed.
- c) A listing of all agencies your company is currently contracted with and previously served in this capacity. Information should include the agency name, a current telephone number, and the agency contact individual for verification of services.
- d) A fee schedule per the enclosed Contract Unit Price Schedule.

2. Criteria for Selection:

The selection of a firm to perform these services will be based upon the following:

- a) Proposal adequacy in meeting the defined scope of work.
- b) Past performance, capability, and reliability in the capacity of a signal maintenance company.
- c) General in-house capabilities and specific signal maintenance personnel level of technical expertise.
- d) Emergency response service call capability.
- e) Acceptability of the proposal within the budget limitations for the project.
- f) Compliance with contractual agreement documentation and insurance requirements.

3. Contract Fees:

It is requested that your fees be submitted in the enclosed "Fee Proposal" form and transmitted in a sealed envelope.

Three (3) copies of the proposal and fee schedule shall be submitted. The City of Costa Mesa reserves the right to reject any or all proposals for any reason, and no representation is made that a contract will be awarded. All costs for the preparation of the proposal and any aspect of the proposal prior to the award will be borne by the consultant.

The City of Costa Mesa's contract agreement for these services is attached for use in preparing your proposal. The minimum insurance coverage and endorsement requirements are stated within the agreement form.

Should your firm be interested in submitting a proposal for this contract, it is requested that it be received on or before **January 9, 2015, at 5:00 p.m.** If you have any questions, or desire additional information, please contact David Cho, Assistant Engineer, at (714) 754-5017 or email david.cho@costamesaca.gov.

Sincerely,



RAJA SETHURAMAN, Manager
Transportation Services

Attachments: Exhibit "A" - Scope of Work
Exhibit "B" - Fee Schedule
Exhibit "C" - List of Traffic Signals and Devices
Exhibit "D" - Sample Professional Services Agreement

**RFP
SCOPE OF WORK**

FOR TRAFFIC SIGNAL MAINTENANCE

THIS SCOPE OF WORK defines terms of a one (1) to four (4) year contract for maintenance of traffic signals, safety lighting, closed circuit television cameras (CCTV), flashing crosswalks, radar speed signs, flashing beacons, battery backup systems (BBS), field communications and associated traffic safety devices under the City of Costa Mesa jurisdiction, herein after referred to as "CITY".

Services provided shall be as follows:

SECTION I. GENERAL

A. QUALIFICATIONS

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

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

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

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

RFP

1. National Electrical Manufacturers Association (NEMA) VMS 330 system compatible 820 controllers.
2. Econolite Cobalt controllers.
3. NEMA conflict monitors with LED display, as needed for replacement.
4. Etherwan ethernet switch, model EX71620-A0B.

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

B. RECORDS

1. Intersection Records: The Company shall maintain at each intersection a permanent service record documenting all ongoing work, operations and hardware malfunctions, repair and configuration work. The record shall log both monthly preventive maintenance and all extraordinary maintenance work, and specify the date and nature of all repairs to the controller assembly and field hardware. Serial numbers of controller units shall be logged when laboratory maintenance is required. The intersection maintenance record shall be in a format acceptable to the CITY and retained by the Company for a seven-year period. Separate signal timing and hardware documents shall additionally be retained in each cabinet, including a cabinet wiring diagram, signal phase and pedestrian timings, detectors, interconnect equipment, preempt control, etc.

2. Office Records: Company shall maintain a complete record of all laboratory repairs to controllers and hardware showing all parts or components replaced with serial numbers. Each service truck shall keep a daily record covering time chargeable for each twenty-four (24)

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hour period. This record shall include the time and day work was performed at each intersection and a description of the work, equipment and manpower provided.

3. Activities Report: A monthly activities report shall be submitted to the City Transportation Services Division by the fifteenth working day of each month, in conjunction with the monthly billing statement. The report shall include a complete record of all work performed for CITY during the prior month. This compiled record shall include the location, day and time of each separate service, the reason for the service, whether routine, extraordinary or emergency, and the number of staff hours and equipment for each service. Copies of laboratory reports showing repairs to controller, detector, conflict monitor units, etc., shall be included in the activities report. The Company and the City Transportation Services staff shall meet to review the report at a mutually agreed upon time. This meeting shall be held near the 15th of each month and last approximately one hour. Immediately prior to each meeting the Company shall deliver to CITY a copy of the "Activities Report." In addition to the monthly activities report, the Company shall provide CITY at the end of each calendar year a report summarizing all activities for the prior year, sorted "by intersection" in a format approved by CITY and submitted before January 30.

SECTION II. ROUTINE MAINTENANCE

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

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

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1. Clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Verify a water tight seal exists around cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.
2. Maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.
3. Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and flashing don't walk intervals by chronograph or stop watch.
4. Check voltage at main power supply. Verify tightness of connectors at power panel, ground buss, loop and field terminal panels.
5. Check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, bicycle push buttons, and video detection components.
6. Check operation of the signal conflict monitor every six months by shorting / conflicting the field output terminals for vehicle and pedestrian phases, or by City-approved method. Company shall submit detailed report of findings for each signal conflict monitor unit to City upon completion of tests.
7. Visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.
8. Field inspect signal poles, traffic signal, pedestrian heads and Light Emitting Diode (LED) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.
9. Test each BBS unit by bypassing existing electrical service and power signal directly from BBS during each intersection PM. Verify battery condition and

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voltage continuity. Maintain monthly log of BBS test results and City shall be notified of any deficiencies affecting BBS unit performance.

10. Company shall perform a monthly maintenance inspection of each flashing crosswalk system in the City based on the following:
 - a. Clean cabinet inside and outside and remove any foreign material.
 - b. Check power supply voltage, solar equipment, and replace any batteries as necessary.
 - c. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
 - d. Maintain all digital time clocks to National Bureau of standards time.
 - e. Observe each pole, head, traffic control sign, etc., and remove foreign material.
11. Immediately correct all safety deficiencies found during inspection and schedule non-emergency work which shall be completed within 14 calendar days.
12. In carrying out the above described tasks, Company shall immediately notify the CITY of any conditions that constitutes a public hazard or may affect efficient signal timing or coordination. The Company shall repair or replace parts and lamps, and keep the all traffic systems hardware in good working condition.
13. CITY traffic signals, flashers and CITY owned streetlights shall be inspected by the Company once per month at night (night-ride). A list of all burned-out or malfunctioning signals, illuminated street name signs, flashers and street lighting shall be submitted to the CITY directly following the monthly night patrol. Upon City receipt and approval of listed repair work, repairs shall be performed within 5 business days.

RFP**SECTION III. EXTRAORDINARY MAINTENANCE**

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

1. Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or excavation.
2. Maintenance of safety lighting at signalized intersections.
3. Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
4. Upgrades or installations as directed by the CITY.
5. Replace damaged loop detectors including sawcut and lead-in conduit.
6. Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications.
7. Repainting of signal heads, back plates, visors, frameworks, pedestrian push button housing, electric meter service cabinets, and controller cabinets as directed by the CITY. Repainting shall conform to State Standards. Controller cabinets shall be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.
8. Maintenance of CITY owned street lights as directed by the CITY.
9. Maintenance of City owned, flashing beacons, BBS, electronic radar speed feedback signs, flashing crosswalks, and associated equipment as directed by the City.

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

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

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

1. The Company shall dispatch qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The Company's vehicles shall carry traffic cones, flashing arrow boards, traffic warning and stop signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the City Engineer or his representative. The Company shall conform to Caltrans and MUTCD Standards for all emergency and routine work.

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2. If no police officer is present and temporary stop signs have been set up when the Company arrives at the site, the Company shall set up more traffic warning and control devices, as deemed necessary, and proceed to repair the signal. After the signal is back in normal operation, the Company shall remove all of the temporary traffic control devices and promptly return devices owned by CITY to the CITY Yard.

3. If a police officer is at the site when the Company arrives, the Company 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 Company repairs the signal. If the repair will take longer than the officer can wait, the Company shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

SECTION IV. HARDWARE MAINTENANCE AND OPERATIONS

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

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

A. REPAIR AND REPLACEMENT

The Company shall replace or repair any and all defective parts which cause failure or malfunction, as the occasion arises, including signal controller and components, detector

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amplifiers, pedestrian timers, bicycle logic components, pedestrian and bicycle push buttons, relays, timing clocks, master controllers, coordination units, synchronizer and signal interconnect, flashers, burnouts, detector loops, sensing units, safety lights, illuminated street name sign lights, wiring system, etc. Malfunctioning components affecting signal operations shall be repaired or replaced immediately. Non-essential non-safety related equipment shall be replaced within 14 days. Repair costs shall conform to prices defined in the "Fee Proposal."

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

B. LAMPS AND LIGHTING

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

C. LOOP DETECTOR REPLACEMENT

All loop installation work shall conform to Caltrans Standard Plans and Specifications. The Company shall clean and fill deteriorated loop detector sawcuts with City approved epoxy. When determined by the City and the Company that the sawcut or detector loop cable (DLC) has deteriorated to a point that epoxy application is insufficient, the detector shall be replaced at the price stated in the contract. Loop wire shall be Type 2; Detector lead-in cable shall

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be Type B. Front loops shall be located 1' behind crosswalk line or limit line, and shall be Type 'D' or City-approved equal. All loop installations shall commence with prior City approval.

D. PEDESTRIAN SIGNALS

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

E. AIR FILTERS

The Company shall replace the air filter elements in all cabinets a minimum of every six (6) months, or more frequently as needed. Air filters in all cabinets shall initially be replaced within four (4) months of this contract.

F. SCHOOL WARNING FLASHING BEACONS, FLASHING CROSSWALKS, AND ELECTRONIC RADAR SPEED FEEDBACK SIGNS

Company shall perform maintenance inspection or repair of school warning flashing beacons, flashing crosswalks, and electronic radar feedback signs as directed by the City.

Maintenance inspection shall be based on the following:

1. Clean cabinet inside and outside and remove any foreign material.
2. Check power supply voltage, solar equipment, and replace any batteries as necessary.
3. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
4. Maintain all digital time clocks to National Bureau of standards time.
5. Observe each pole, head, traffic control sign, etc., and remove foreign material.

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6. Special attention shall be given to update Holiday, Daylight Savings Time, and shut-down periods.
7. Replace damaged or malfunctioning lamps, LED indications, in-road warning lights (IRWL), detection bollards, and pressure pads meeting manufacturer's specifications with prior City approval.

G. BATTERY SUPPORT SYSTEMS

Company shall perform a monthly test on each traffic signal BBS and battery powered flasher during routine maintenance work in accordance with the manufacture's testing procedures. The Company shall notify the City of non-operable or low output batteries. Replacement batteries shall be 79AH Deka Unigy, 12VDC dry-cell type meeting Caltrans Laboratory Standards or City-approved equivalent. The Company shall submit the battery brand and type to CITY for review and approval, prior to purchase of new batteries.

H. CCTV, COMMUNICATION, AND ITS EQUIPMENT

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

I. DAMAGED EQUIPMENT

The Company shall notify the CITY of the type and condition of all damaged equipment, and shall remove all damaged equipment to Company's premises as directed by the CITY. Upon

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approval by the CITY, the Company shall deliver select reusable equipment to the Costa Mesa Corporation Yard located at 2300 Placentia Avenue.

J. NEW INSTALLATIONS

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

K. WARRANTY SERVICE

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

L. TRAFFIC CONTROL

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

During working hours, a minimum of one 10-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00AM to 9:00AM and between 3:30PM to 6:00PM, unless an emergency situation exists and such a closure is necessary to safeguard the public. Separation between travel lanes, channelization and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed in conformance with Standards.

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

SECTION V. PAYMENT

Upon receipt of an itemized invoice within forty-five (45) days by Company, consistent with the Agreement and Fee Proposal, CITY shall compensate Company for routine maintenance and repairs required beyond the scope of routine maintenance as follows:

1. **Materials.** The CITY shall pay the Company for materials used in extraordinary maintenance of traffic signals and appurtenances per intersection. CITY has the right to inspect the Company's records to verify material costs and labor distribution.

2. **Direct Labor.** The Company shall present with his monthly invoice a record of hours spent in extraordinary maintenance per intersection. CITY shall pay the Company for such hours of extraordinary maintenance at the rates specified in the Fee Proposal. Said hourly rates shall be the total cost to CITY and 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 workers' compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment.

3. **Equipment.** The CITY shall pay for equipment used in extraordinary maintenance as specified in the Fee Proposal. The listing of equipment rates shall constitute total rates to be paid by the CITY when specified equipment is used. No additional payment of any kind shall be allowed for equipment except as specified in the Fee Proposal and Agreement per

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stated rates. Additional compensation shall not be paid for transporting the equipment to or from the job site.

**FEE PROPOSAL
FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE**

		Quantity	Unit \$ (monthly)	Total \$ (monthly)
1.	Routine Maintenance:			
	a. Traffic Signal	123	\$ _____	\$ _____
	b. Battery Backup System	36	\$ _____	\$ _____
	c. Flashing Crosswalk	7	\$ _____	\$ _____
	d. Cellular phone for City Traffic Ops	2	\$ _____	\$ _____
	Routine Maintenance Monthly Sub Total:		\$ _____	\$ _____
2.	Extraordinary Maintenance / Hardware: (Unit is "each" unless noted. Hardware shall conform to the Scope of Work. Price quoted shall include all labor, equipment costs, and mark-up.)			
	a. Replace luminaire safety light lamp with LED			\$ _____
	b. Replace luminaire safety light ballast			\$ _____
	c. Replace ISNS florescent lamp			\$ _____
	d. Replace ISNS florescent lamp with LED			\$ _____
	e. Replace ISNS florescent ballast			\$ _____
	f. Install 12" red LED lens	Ball	\$ _____	Arrow \$ _____
	g. Install 12" yellow LED lens	Ball	\$ _____	Arrow \$ _____
	h. Install 12" green LED lens	Ball	\$ _____	Arrow \$ _____
	i. Replace 3-section 12" vehicle head assembly with LED complete			\$ _____
	j. Replace 5-section 12" vehicle head assembly with LED complete			\$ _____
	k. Replace backplate for vehicle head	3-section		\$ _____
		5-section		\$ _____
	l. Replace ped head with LED countdown complete with framework			\$ _____
	m. Replace ped module with LED countdown module (retain head)			\$ _____
	n. Replace standard Type "E" detector loop complete		(4 or Less)	\$ _____

- o. Replace standard Type "D" detector loop complete (more than 4) \$ _____
(4 or Less) \$ _____
(more than 4) \$ _____
- p. Replace 5' x 50' detector loop complete (4 or Less) \$ _____
(more than 4) \$ _____
- q. Replace pull box with Christy Fiberlite No. 3 \$ _____
No. 5 \$ _____
No. 6 \$ _____
- r. Paint pedestrian head \$ _____
- s. Paint vehicle head \$ _____
- t. Paint controller cabinet \$ _____
- u. Paint electrical service cabinet \$ _____
- v. Test traffic signal cabinet \$ _____

(with Full Caltrans Environmental Cert) \$ _____
- w. Install City furnished cabinet on existing foundation \$ _____
- x. Replace NEMA conflict monitor with LED \$ _____
- y. Replace PPB (Polara "Bulldog" or City approved equal) \$ _____
- z. Replace ISNS (name panels shall be City furnished) 6' \$ _____ 8' \$ _____
- aa. Conduct city-wide night ride of traffic signals and street lighting \$ _____
- ab. Clean CCTV camera lens \$ _____
- ac. Replace BBS Battery (Caltrans Std. 12VDC dry cell) \$ _____
- ad. Markup on all other materials over supplier invoice amount: 15%
(conforming to Section 2.04.19)

3. Extraordinary Maintenance / Labor:	Regular Time Per Hour	Overtime Per Hour
Superintendent	\$ _____	\$ _____
Engineering Technician	\$ _____	\$ _____
Laboratory Technician	\$ _____	\$ _____
Maintenance Technician - Lead	\$ _____	\$ _____
Maintenance Technician	\$ _____	\$ _____
Utility Technician - Lead	\$ _____	\$ _____
Utility Technician	\$ _____	\$ _____
Street Light Technician	\$ _____	\$ _____
Laborer	\$ _____	\$ _____

4. CCTV, Communication, & ITS	Regular Time Per Hour	Overtime Per Hour
Fiber Optic Cable Technician	\$ _____	\$ _____
Network Technician	\$ _____	\$ _____

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

5. Extraordinary Maintenance / Equipment (per job trip):	
Pick-Up Truck	\$ _____
Service Truck	\$ _____
Service/Ladder Truck	\$ _____
Boom/Ladder Truck	\$ _____
50' Height Boom Truck	\$ _____
Crane	\$ _____

EXHIBIT "B"

Water Truck	\$ _____
Dump Truck	\$ _____
Complete Paint Rig	\$ _____
Concrete Saw and Truck	\$ _____
Trencher and Backhoe	\$ _____
Air Compressor with Tools	\$ _____
Vacuum Truck	\$ _____
Boring Machine	\$ _____

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

Bidder:

Firm: _____

Address: _____

Phone: _____

Signature: _____

Date: _____

Costa Mesa Traffic Signals			
INDEX	INTERSECTIONS		BBS MONTHLY TEST
1	Placentia Ave	& 16th Street	
2	Placentia Ave	& 17th Street	
3	Placentia Ave	& 18th Street	
4	Placentia Ave	& 19th Street	
5	Placentia Ave	& Victoria Street	
6	Placentia Ave	& Wilson Street	
7	Placentia Ave	& Estancia High School South	
8	Placentia Ave	& Estancia High School North	
9	W. 19th St	& Meyer Place	
10	Victoria St	& American Avenue	
11	Superior Ave	& 16th St./Industrial Way/Pomona Ave	
12	Superior Ave	& 17th Street	Y
13	Victoria St	& Valley Road / Pacific Avenue	Y
14	Victoria St	& Canyon Drive	
15	Victoria St	& National Avenue	
16	Victoria St	& Pomona Avenue	
17	W. 19th St	& Pomona Avenue	
18	W. 19th St	& Anaheim Avenue	
19	W. 19th St	& Park Avenue	
20	Harbor Blvd	& 19th Street	Y
21	Harbor Blvd	& Bay Street	
22	Harbor Blvd	& Hamilton Street	
23	Harbor Blvd	& Victoria Street	Y
24	Harbor Blvd	& Wilson Street	Y
25	Harbor Blvd	& Harbor Shopping Center	
26	Harbor Blvd	& Fair Drive	Y
27	Harbor Blvd	& Merimac Way	Y
28	Harbor Blvd	& Mesa Verde East / Peterson Place	Y
29	E. 17th St	& Orange Avenue	
30	E. 17th St	& Santa Ana Avenue	
31	E. 17th St	& Tustin Avenue	
32	E. 17th St	& Westminster	
33	Bristol St	& Sunflower Avenue	Y
34	Bristol St	& Town Center Drive	Y
35	Bristol St	& Anton Boulevard	Y
36	Bristol St	& Hotel Way	
37	Bristol St	& Paularino Avenue	Y
38	Bristol St	& Baker Street	Y
39	Bristol St	& Randolph Avenue	
40	Bristol St	& Bear Street	
41	Anton Blvd	& Park Center Drive	
42	Anton Blvd	& Avenue of the Arts	
43	Baker St	& Mendoza Drive	
44	Baker St	& Babb Street	

INDEX	INTERSECTIONS			BBS MONTHLY TEST
45	Baker St	&	Milbro Street	
46	Baker St	&	Bear Street	
47	Fair Dr	&	City Hall / Fairgrounds Entrance	
48	Fair Dr	&	Vanguard Way	
49	Fair Dr	&	Loyola Road	
50	Fairview Rd	&	Wilson Street	
51	Fairview Rd	&	Fair Drive	
52	Fairview Rd	&	Merrimac Way	
53	Fairview Rd	&	Arlington Drive	
54	Fairview Rd	&	OCC / Costa Mesa High School	
56	Fairview Rd	&	Monitor Way	
56	Fairview Rd	&	Adams Avenue / El Camino Drive	Y
57	Fairview Rd	&	Baker Street	Y
58	Fairview Rd	&	Paularino Avenue	
59	South Coast Dr	&	Susan Street	
60	Sunflower Ave	&	Susan Street	
61	Fairview Rd	&	South Coast Drive	Y
62	Fairview Rd	&	Sunflower Avenue	
63	Adams Ave	&	Pinecreek Drive	
64	Harbor Blvd	&	Adams Avenue	Y
65	Adams Ave	&	Royal Palm Drive	Y
66	Adams Ave	&	Mesa Verde Drive East	Y
67	Adams Ave	&	Mesa Verde West / Placentia Ave	Y
68	Adams Ave	&	Albatross Drive / Shantar Drive	
69	Baker St	&	College Drive	
70	Harbor Blvd	&	Baker Street	Y
71	Harbor Blvd	&	Nutmeg Place / Target Entrance	Y
72	Harbor Blvd	&	Gisler Avenue	Y
73	Baker St	&	Royal Palm Drive	
74	Placentia Ave	&	Fairview Park	
75	Harbor Blvd	&	South Coast Drive	Y
76	Harbor Blvd	&	Law Court	Y
77	Harbor Blvd	&	Sunflower Avenue	Y
78	Harbor Blvd	&	Scenic Avenue / Lake Center	Y
79	Sunflower Ave	&	Wimbledon Way / Greenville	
80	Sunflower Ave	&	Fuchsia Street / Ralitt	
81	Sunflower Ave	&	Bear Street	
82	Sunflower Ave	&	Plaza Drive	
83	Sunflower Ave	&	Park Center Drive	
84	Sunflower Ave	&	Avenue of the Arts	
85	Sunflower Ave	&	Sakiooka Drive / Flower Street	
86	Sunflower Ave	&	Anton Boulevard	
87	Sunflower Ave	&	Hyland	
88	Red Hill Ave	&	Kalmus Drive	
89	Red Hill Ave	&	Baker Street	
90	Red Hill Ave	&	Paularino Avenue	

INDEX	INTERSECTIONS		BBS MONTHLY TEST
91	Baker St	& Coolidge Avenue	
92	Fairview Rd	& McCormack Lane	
93	Bear St	& Paularino Avenue	
94	Bear St	& May Company / Metro Pointe	
95	Bear St	& South Coast Drive	
96	Bear St	& Crystal Court Entrance	
97	South Coast Dr	& Metro Pointe West	
98	South Coast Dr	& Metro Pointe East	
99	Anton Blvd	& Sakioka Drive	
100	Paularino Ave	& Jian Way	
101	Anton Blvd	& Experian	
102	Baker St	& Fire Station #2	
103	Wilson St	& Pomona Avenue	
104	Sakioka	& Vista	Y
105	Bristol St	& Redhill Ave / Santa Ana Ave	Y
106	Bristol St	& SB Newport	Y
107	Bristol St	& NB Newport	Y
108	Newport Blvd SB	& Mesa Drive	
109	Newport Blvd NB	& Mesa Drive	
110	Newport Blvd SB	& Fair Drive	Y
111	Newport Blvd NB	& Del Mar Avenue	Y
112	Newport Blvd SB	& Vanguard Way	
113	Newport Blvd NB	& Santa Isabel Avenue	
114	Newport Blvd SB	& Wilson Street	
115	Newport Blvd NB	& Wilson Street	
116	Newport Blvd SB	& Fairview Road	
117	Newport Blvd NB	& 22nd Street	Y
118	Newport Blvd SB	& Victoria Street	Y
119	Newport Blvd NB	& Bay Street	
120	Newport Blvd SB	& Bay Street	
121	Victoria St	& Maple Street	
122	Wilson St	& Center Way	
123	Harbor Blvd	& Date Place	Y
		Total:	36

Caltrans Signals

1	Baker Street	&	Newport Frontage NB / SR-55
2	Baker Street	&	Newport Frontage SB / SR-55
3	Paularino Avenue	&	Newport Frontage NB / SR-55
4	Paularino Avenue	&	Newport Frontage SB / SR-55
5	Bear Street	&	SR-73 NB Ramp
6	Bear Street	&	SR-73 SB Ramp
7	Bristol Street	&	I-405 NB Ramp
8	Bristol Street	&	I-405 SB Ramp
9	Fairview Road	&	I-405 SB Ramp
10	Fairview Road	&	I-405 NB Ramp
11	Harbor Blvd	&	I-405 SB Ramp
12	Harbor Blvd	&	I-405 NB Ramp
13	Newport Blvd	&	16th Street
14	Newport Blvd	&	17th Street
15	Newport Blvd	&	18th Street / Rochester
16	Newport Blvd	&	19th Street
17	Newport Blvd	&	Broadway
18	Newport Blvd	&	Harbor Blvd
19	Newport Blvd	&	Industrial
20	South Coast Drive	&	I-405 NB Off-Ramp
21	Hyland / South Coast	&	I-405 NB On-Ramp
22	Anton	&	I-405 NB On-Ramp
23	Avenue of the Arts	&	I-405 NB Off-Ramp
24	Susan	&	I-405 NB Off-Ramp

County of Orange

1	Santa Ana Avenue	&	Mesa Drive
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School Flashers

1	Baker Street	e/o	Labrador Drive/Andros Street	Existing
2	Baker Street	w/o	Labrador Drive/Andros Street	Existing
3	Placentia Avenue	n/o	18th Street	Existing
4	Placentia Avenue	s/o	19th Street	Existing
5	Victoria Street	e/o	Canyon Drive	Existing
6	Victoria Street	w/o	Canyon Drive	Existing
7	Killybrooke	s/o	Belfast	Future
8	Killybrooke	s/o	Garlingford	Future
9	Sonora	e/o	La Salle	Future
10	Velasco	e/o	Sonora	Future

Flashing Crosswalks

1	Placentia	&	20th Street	Existing
2	Town Center	&	e/o Bristol	Existing
3	East 17th	&	Raymond	Existing
4	Santa Ana	&	Rose	Existing
5	Pomona	&	Sterling	Existing
6	Paularino	&	Coolidge	Existing
7	Gisler	&	w/o Iowa	Existing

Existing Electronic Speed Feedback Signs

Index	Main Street	Direction	Near	Side Street
1	Adams	EB	W/O	Albatross
2	Adams	WB	E/O	Mesa Verde East
3	Baker	EB	E/O	Fairview St
4	Baker	WB	@	Babb St
5	Gisler	WB	E/O	California
6	Gisler	EB	@	Sicily
7	Hamilton	WB	E/O	Pomona
8	Hamilton	EB	W/O	Pomona
9	Paularino	EB	W/O	Coolidge
10	Paularino	WB	@	Johnson
11	Placentia	NB	N/O	Victoria
12	Placentia	SB	@	Newton (S/O-18th)
13	Placentia	NB	@	Newton (S/O-18th)
14	Placentia	NB	@	Towne (S/O-19th)
15	Placentia	SB	N/O	Wilson
16	Pomona	NB	@	Sterling
17	Santa Ana	NB	@	Robin Hood (S/O-21st)
18	Santa Ana	SB	@	Cecil Pl (S/O-23rd)
19	SB Placentia	SB	@	Towne (S/O-19th)
20	SB Pomona	SB	S/O	Hamilton
21	Susan	NB	@	South Coast
22	Susan	SB	@	Sunflower
23	Victoria	WB	@	National
24	Victoria	WB	E/O	Valley/Pacific
25	Victoria	EB	W/O	Valley/Pacific
26	W. 18th St	WB	E/O	Whittier
27	Wilson	WB	E/O	Placentia

Future Electronic Speed Feedback Signs

Index	Main Street	Direction	Near	Side Street
1	California	SB	E/O	Colorado
2	Baker	EB	W/O	Bimini
3	Baker	WB	W/O	Royal Palm
4	Fairview	NB	S/O	Wake Forest
5	Fairview	SB	N/O	Loyola
6	Wilson	WB	W/O	Columbia
7	Wilson	EB	E/O	College
8	Arlington	WB	W/O	Junipero
9	Arlington	EB	E/O	Fairview
10	Fairview	SB	N/O	Monitor
11	Fairview	NB	S/O	Merrimac
12	Irvine	NB	S/O	18th
13	Irvine	SB	@	Flower
14	Mendoza	SB	S/O	Baker
15	Bear	NB	S/O	St. Claire
16	Placentia	SB	S/O	Fairway

**EXHIBIT B
CONSULTANT'S PROPOSAL**

SIEMENS

Local Government Solutions

Helping our communities become Vibrant, Growing and Green



City of Costa Mesa



Request for Proposal for the Maintenance of the City's
Traffic Signal System

SIEMENS

January 9th, 2015

City of Costa Mesa
Raja Sethuraman
Transportation Services Manager
77 Fair Drive
Costa Mesa, CA 92628

RE: Request for Proposal for the Maintenance of the City's Traffic Signal System

Dear Mr. Sethuraman,

Siemens Industry, Inc., Mobility Division, Intelligent Traffic Solutions herein after referred to as Siemens ITS looks forward to the opportunity to assist the City of Costa Mesa by providing preventative maintenance and repairs for the City's traffic signal systems. The prices and terms stated will remain in effect for 90 calendar days from the date of submission, January 9th, 2015.

Siemens ITS helps municipalities move traffic faster and safer with our intelligent traffic products, solutions, and services. We specialize in IT systems, design, integration services, maintenance, engineering, testing, repair and replacement of traffic signals, streetlights and exterior commercial lighting. We staff hundreds of employees across the nation including an array of professional engineers and qualified International Municipal Signal Association (IMSA) certified technicians with numerous industry, manufacturer, and system certifications.

Siemens ITS has many years of experience in California and is currently maintaining the intersections within the City of Costa Mesa as well as many other municipal agencies surrounding your City. Siemens technicians have the knowledge and capacity to identify and correct any potential equipment failures at each intersection in advance thus alleviating potential exposure and costly repairs.

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

Michael Hutchens
1266 N. La Loma Circle
Anaheim, CA 92806
Office: (714) 630-2100
Cell: (714) 448-6943
Fax: (714) 630-2828
michael.hutchens@siemens.com

Siemens ITS takes pride in providing complete solutions to all maintenance service projects. Providing knowledgeable/qualified personnel, rapid response times and innovation are priorities of our organization. We look forward to serving the needs of the City of Costa Mesa and thank you in advance for your consideration.

Sincerely,



Steven Teal
Area Operations Manager – Southwest
Steven.teal@siemens.com
(714)630-2100

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BACKGROUND AND APPROACH

We understand the City's needs and are looking forward to continue our comprehensive maintenance for the City's 123 traffic signalized intersections in order to reduce the incidence of malfunctions, promote safety, and proactively extend the longevity of equipment. In addition to preventative maintenance, extraordinary maintenance of the traffic signal and lighting systems, closed circuit television cameras, flashing crosswalks, flashing beacons, battery backup systems, radar speed warning devices, and the associated communications network on an on-call and emergency basis will be included.



BACKGROUND AND QUALIFICATIONS

Siemens ITS' core business is traffic signal and streetlight maintenance. Siemens Industry Inc. currently services over 10,000 traffic signalized intersections and 400,000 streetlights under long-term maintenance agreements nationwide. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Siemens, as a business, has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens ITS (formerly Republic ITS & Signal Maintenance, Inc) has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in Southern California alone Siemens ITS maintains intersections for over 110 agencies encompassing over 4,000 Locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons.

We have a broad range of expertise and experienced personnel including; registered professional transportation engineers, Journeymen Electricians and Internal Municipal Signal Association (IMSA) Certified Traffic Signal Technicians. We have the only IMSA training program in the U.S. and are dedicated to meeting and exceeding the challenging public safety requirement associated with the traffic management, traffic signal, and streetlight maintenance industry. Our focus has always been to deliver the right solution that meets the customer's needs.

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Siemens is able to provide unparalleled expertise and outstanding value in traffic signal and street lighting related projects.

SIEMENS INDUSTRY INC. BACKGROUND

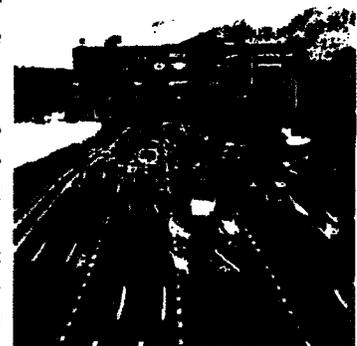
Siemens Industry, Inc. is a global powerhouse in electronics and electrical engineering, operating in the fields of industry, energy, and healthcare as well as providing infrastructure solutions, primarily for cities and metropolitan areas. Founded more than 160 years ago, Siemens stands for technological excellence, innovation, quality, and reliability. The company is the world's largest provider of environmental technologies and holds the answers to the challenges of growing global population, urbanization, climate change, and resource conservation. Siemens employs over 400,000 individuals globally and our worldwide revenues exceed \$100 billion dollars annually.



Siemens ITS, a division of Siemens AG, is a leader in the Intelligent Traffic Solutions market in the United States.

Siemens is your partner to develop and intelligent, economical, and integrated solution that will increase the quality of life in your city by improving safety, energy efficiency, traffic-flow, and providing complete service and operations while generating capital that can be invested in additional infrastructure upgrades. With the most comprehensive portfolio of integrated transportation products, services and solutions, Siemens keeps America moving.

We provide intelligent solutions for the improvement of mobility, safety and environmental protection in road traffic. The range of services includes energy-efficient LED signals, scalable traffic computers, entire traffic control centers, and even satellite-based toll systems for inter-city traffic. In brief, Siemens ITS is focused on delivering what cities need most today, safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the city and its residents. Whether you choose to commute by foot, bike, car, bus or light rail, Siemens traffic management solutions help you arrive safely, more efficiently and with less impact on the environment.



Our years of experience in traffic management, along with our comprehensive portfolio of intelligent city solutions, can help you improve the quality of life for your citizens and visitors by identifying ways to address critical infrastructure needs without increasing costs and actually generating savings. We have exceptional experience, well-positioned infrastructure, and strategic business to business relationships and unparalleled expertise. These qualifications strongly support our ability to safely, efficiently and cost-effectively provide transportation engineering service and traffic signal maintenance and retrofit services. We pride ourselves in providing complete turnkey solutions to traffic signal and streetlight maintenance and related improvement projects. Personal customer service, rapid response time, innovation, experienced and qualified personnel in the streetlight and traffic signal industry are our greatest priorities.

Intelligent city solutions like integrated traffic solutions, energy-saving streetlights and advanced parking solutions make smart business sense. It allows Cities to save money, positively impact revenue and use those dollars to fund additional critical projects.

Siemens Industry Inc. has a long history of providing ITS systems, designs, integration services and maintenance to agencies throughout the nation. Over the past 40 years, Siemens has delivered more than 300 fully operational traffic signal control systems in the US and we perform traffic signal maintenance in over 300 cities nationwide.

Street lights account for up to 40% of a city's utility bill. One change to energy efficient LED streetlights can have a dramatic impact. It can help reduce energy consumption by up to 50% and that results in more budget savings. Siemens ITS has installed more than half a million LED traffic signal and streetlight retrofit kits in approximately 175 agencies. That is more LEDs than any other entity in the US, public or private. By completing our in-house expertise and infrastructure with strategic business alliances, Siemens ITS is able to provide turnkey LED retrofit projects that make financial sense for tax payers and public government.

ACTIVITY REPORTS & INVOICING

A monthly activity report will be attached to all routine and response maintenance invoices by the 15th day of the following month the work was performed. In addition to the monthly report, we will provide a consolidated activity report for the previous calendar year no later than January 30th. We will be available to meet with representatives from the City of Costa Mesa on a monthly basis to review invoicing, activity reports, and operations as desired by staff. An example of the activity report is below:

TS Baker & Coolidge W/O BBS			
Date Completed: Fri, NOV/14/2014 15:30		Work Order #: 5100965139 Contract #: 2600072331	
Purchase Order: 8969		Description: BAKER & COOLIDGE W/O BBS	
Response: PM			
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
TS Sig Int without BBS (H069)	1 PC @ 60.00 per PC	\$ 0.00	\$ 60.00
Visit Total		\$ 0.00	\$ 60.00
Date Completed: Mon, NOV/24/2014 10:15		Work Order #: 5002396897 Debt Memo Req.	
Purchase Order: 380092633		Description: FOUND BROKEN PPB	
Response: REPLACED PPB CAP			
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
Replace PPB (Polara Bulldog)	1 PC @ 175.00 per PC	\$ 175.00	\$ 0.00
Visit Total		\$ 175.00	\$ 0.00
Total		\$ 175.00	\$ 60.00
			\$ 235.00

OFFICE RECORDS

Siemens recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, our technicians are now transmitting service response items (preventative maintenance, emergency calls, scheduled extraordinary repairs, etc.) in real-time back to our traffic signal maintenance and management system using a handheld device. This allows our customers to view all work orders in real time through our Customer Portal.

In addition to our scheduled maintenance activities and responses to service requests, documentation noting any other needed repair work is also available to our technicians. Our handheld application "mCompanion" also functions as a dispatching tool; once a service request is dispatched to a technician, relevant information concerning the nature of the call and the intersection is immediately available to them on their devices.

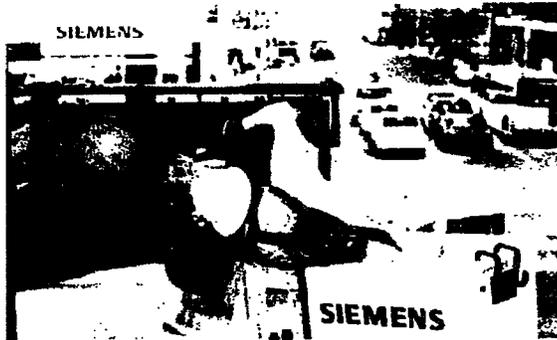
Our Maintenance/Record System includes the following:

- Service Request Management and Scheduling, including time stamping and dispatching.
- Scheduled Maintenance Management.
- Agency Information Management, including contacts, billing information, etc.
- Contractual Information, including frequencies of scheduled maintenance, contract periods, "Not to Exceed" limits, etc.
- Report Generation, including invoices, materials use, etc.
- Inventory control, including real-time tracking of available and installed equipment.

Information available to view or download through the Customer Portal includes:

- Real-time status of Scheduled Maintenance and Service Request calls.
- Intersection maintenance histories.
- Account information

CUSTOMER PORTAL VIEW
(A detailed presentation is available upon request)



Please log in with your Login ID and password.

Customer Access Portal - News

If you are not a user, please contact your account manager to request access to the portal. If you are a user, please contact your account manager to request access to the portal.

[Display all Jobs](#)

[Location List / Location History / New Request](#)

Search Criteria

Entered Date (from):	<input type="text"/>	Entered Date (to):	<input type="text"/>
Start Date (from):	<input type="text"/>	Start Date (to):	<input type="text"/>
Finish Date (from):	<input type="text"/>	Finish Date (to):	<input type="text"/>
Siemens WO #:	<input type="text"/>	Customer WO #:	<input type="text"/>
Location / Text:	<input type="text"/>	Asset Type:	All <input type="button" value="v"/>
Not fixed reason:	<input type="text"/>	Order Type:	All <input type="button" value="v"/>

Display only open service orders

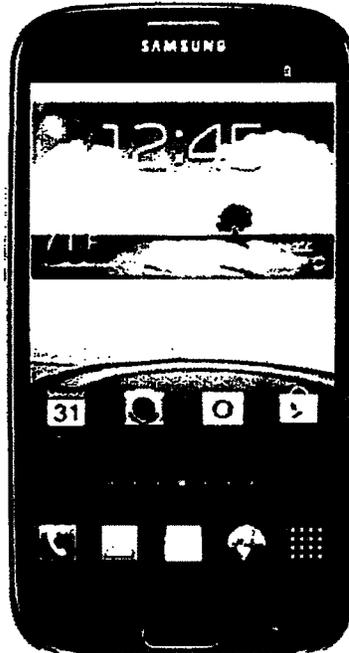
List of all work orders

Item No	Asset Type	Customer WO #	Created On	Product/Description	Site Date	Site	Detail	Time	Created	Type	Location	Links
00100001	TRAFFIC SIGNAL	00100001	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100002	TRAFFIC SIGNAL	00100002	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100003	TRAFFIC SIGNAL	00100003	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100004	TRAFFIC SIGNAL	00100004	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100005	TRAFFIC SIGNAL	00100005	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100006	TRAFFIC SIGNAL	00100006	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100007	TRAFFIC SIGNAL	00100007	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	
00100008	TRAFFIC SIGNAL	00100008	01/09/2015	TRAFFIC SIGNAL	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	01/09/2015	

- Green = Service order confirmed
- Yellow = Service order partly confirmed
- Red = Open service order
- Blue = Service order could not be fixed

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TECHNICIAN APPLICATION (MCOMPANION)



Call



Overview



Confirmation



Confirmation History



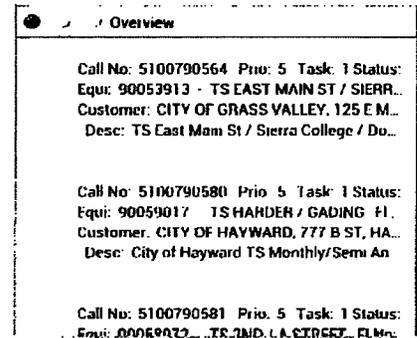
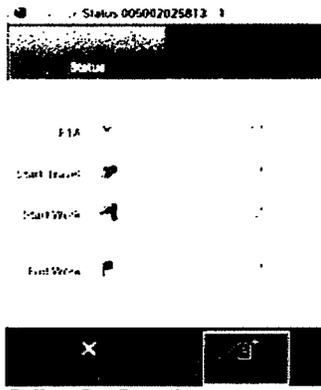
Material Request



Create Job



Customer Feedback



SCOPE OF SERVICE

ROUTINE PREVENTATIVE MAINTENANCE

1. Siemens will clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Verify a water tight seal exists around cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. We will also lubricate locks and hinges when required.
2. We will maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.
3. We will check all signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and flashing don't walk intervals by chronograph or stop watch.
4. We will check voltage at main power supply and verify connections at power panel, ground buss, loop and field terminal panels are secure.
5. Siemens will check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, bicycle push buttons, and video detection components.
6. The conflict monitors will be tested twice per calendar year using ATSI 2600 conflict monitor tester or equivalent. We will generate a report for each test conducted. A replacement conflict monitor or MMU, of like kind, will be furnished and installed into the cabinet to monitor the intersection while the test is being conducted. All test results will be documented. Any conflict monitor or MMU that does not pass the test will be repaired or replaced and billed as extraordinary maintenance.
7. We will visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.
8. Our technician will inspect signal poles, traffic signals, pedestrian heads and Light Emitting Diode (LED) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.
9. We will check each BBS unit by bypassing during each intersection and verify battery condition and voltage continuity. We will maintain monthly log of BBS test results and City shall be notified of any deficiencies affecting BBS unit performance.
10. Our technician will perform a monthly maintenance inspection of each flashing crosswalk system in the City based on the following:
 - a. Clean cabinet inside and outside and remove any foreign material.
 - b. Check power supply voltage, solar equipment, and replace any batteries as necessary.
 - c. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
 - d. Maintain all digital time clocks to National Bureau of standards time.
 - e. Observe each pole, head, traffic control sign, etc., and remove foreign material.
11. Siemens will immediately correct all safety deficiencies found during inspection and schedule non-emergency work which shall be completed within 14 calendar days after authorization is received from the City's traffic engineer or their appointed delegate.
12. In carrying out the above described tasks, Siemens will immediately notify the City of any conditions that

constitutes a public hazard or may affect efficient signal timing or coordination. Siemens will repair or replace parts and lamps, and keep the traffic systems hardware in good working condition.

13. Your traffic signals, flashers and owned streetlights will be inspected once per month at night. A list of all outages or malfunctioning signals, illuminated street name signs, flashers and street lighting will be submitted to the City directly following the monthly night patrol. Upon your approval of listed repair work, repairs will be performed within 5 business days.

Siemens' proposed schedule for routine maintenance will be based on the convenience of the City. The duration of standard maintenance will differ, depending on the repairs, if any, required during a given month. Emergency response will be available 24 hours a day, 7 days a week. A more detailed schedule can be provided after the award of contracts.

**** Our crews will not change the traffic signal timing without direction from the City's Traffic Services Manager or appointed delegate.**

EXTRAORDINARY MAINTENANCE

In addition to the previously mentioned routine maintenance activities, Siemens will provide the City with extraordinary maintenance services on an as needed basis. Extraordinary maintenance may include:

1. Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or excavation.
2. Maintenance of safety lighting at signalized intersections.
3. Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
4. Upgrades or installations as directed by the City.
5. Replace damaged loop detectors including sawcut and lead-in cables into conduit.
6. Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications
7. Repainting of signal heads, back plates, visors, frameworks, pedestrian push button housing, electric meter service cabinets, and controller cabinets as directed by the CITY. Repainting shall conform to State Standards. Controller cabinets will be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.
8. Maintenance of City owned street lights as directed by the City.
9. Maintenance of City owned, flashing beacons, BBS, electronic radar speed feedback signs, flashing crosswalks, and associated equipment as directed by the City (per section IV paragraph F)
10. Maintenance of City owned CCTV, signal interconnect (SIC), single-mode fiber optic (SMFO) cable, and associated communication and ITS equipment and infrastructure as directed by the City.
11. Complete Intersection re-wire (scheduled and emergency)
12. Upgrading controller cabinets
13. Responding to Underground Service Alert requests
14. Assisting in inspection of new installations

Siemens will not perform any extraordinary maintenance without the approval of the Traffic Services Manager or his authorized representative. If our technician encounters a situation wherein extraordinary maintenance is needed, Siemens will supply the City with a description of the work required as well as a proposed cost estimate for approval.

Siemens utilizes all Traffic Signal Manufactures when required. In addition, Siemens uses its own forces for all work within this RFP but can employ subcontractors if absolutely necessary and requested by the customer.

EMERGENCY SERVICES

Siemens will respond to emergency requests and reports of damaged traffic signals within 30 minutes during regular business hours, non-working hours, weekends and holidays under normal conditions. Emergency repairs shall constitute work made necessary to return a traffic signal to proper operation following a device malfunction, failure, loss of indication, accident damage, construction damage, or any other emergency situation.

Reports of traffic signal or Streetlight problems can be initiated by calling our 24 hour number any time, day or night: **1-800-LIGHTS-ON (1-800-544-4876)**.

Siemens ITS will provide temporary emergency replacements of an acceptable type to the City in the event of a knockdown, until permanent repairs can be made. Permanent replacement of equipment will not be made until written approval from the City of Costa Mesa is received by Siemens ITS. Please know that in order to reduce cost and return trips, supplies for permanent replacements are typically available and that course of action is preferred.

All emergency service calls will be recorded onto the inspection log located in each traffic signal controller cabinet indicating all emergency work performed.

Siemens ITS technicians responding to the report of a black-out will be equipped with the traffic control equipment such as traffic cones, arrow boards and warning signs necessary to make the intersection safe until signal repairs can be made.

HARDWARE MAINTENANCE AND OPERATIONS

Siemens will repair, replace or otherwise render in good working condition defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City staff. We will furnish temporary replacement traffic signal controllers, preemption units, detector amplifiers, conflict monitors, video detection systems, uninterruptible power supplies, etc. as the need arises.

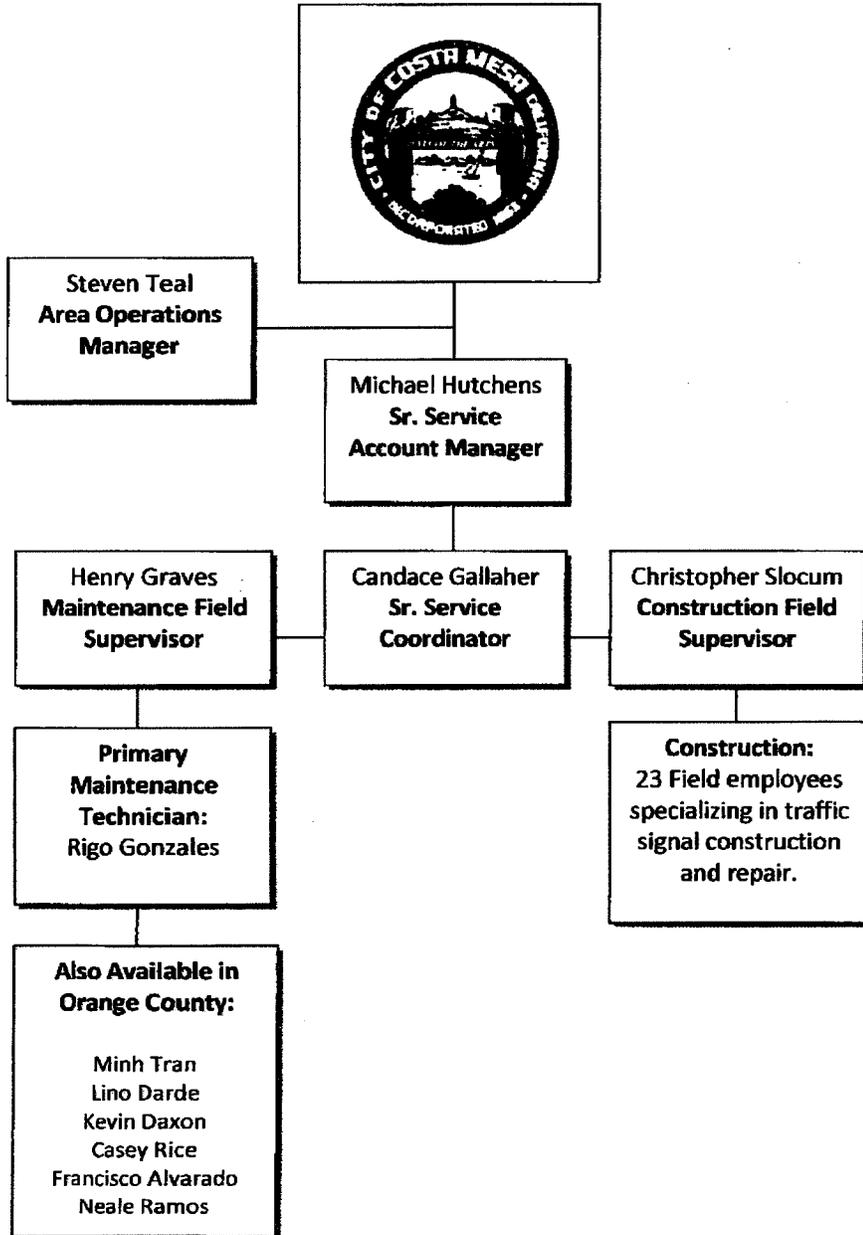
Defective or malfunctioning controller cabinet equipment will be reported to the City for approval to make the necessary changes. Changes made will be recorded on the maintenance or repair log within the traffic signal controller cabinet. Items that are no longer covered under the manufacturer's warranty will be repaired or replaced with new parts.

If traffic signal equipment becomes obsolete or deteriorated to the point of being beyond repair, Siemens will report such conditions to the City and provide evidence that replacement is necessary. We will provide an estimate indicating the costs for replacement of the controller and submit this information to the City. Permanent replacement of the traffic signal controller will not be completed without approval of City staff.

PERSONNEL, EQUIPMENT & FACILITIES

PERSONNEL AVAILABLE TO THE CITY OF COSTA MESA

Locally, here in Southern California, our division of Siemens retains 20 office personnel and 54 service technicians. Nationally that number increases to over 60 office personnel and 300 technicians. Siemens, as an entity, nationally has over 80,000 employees distributed over numerous divisions and business types. Globally, that number increases to over 400,000 in approximately 140 countries worldwide.



Steven Teal, Southwest Area Operations Manager

- IMSA Level I, II & III Certified Traffic Signal Technician
- Worked with Signal Maintenance Inc. as a traffic signal technician, engineering technician and traffic signal maintenance operations manager.
- Certified on Econolite TS-1 & TS-2 NEMA controllers
- Over 17 years experience in video detection, telemetry, communications and all other aspects of streetlight and traffic signal maintenance and troubleshooting.
- Installation and wiring battery backup systems and traffic signal controller cabinets
- Proficient with BI-Trans software: 233, 200CA and 210FM
- Proficient with Los Angeles County software: LACO 1, LACO 1R and LACO 3
- Certified on Type 170 controllers

Michael Hutchens, Senior Service Account Manager

- Over 21 years experience in the traffic signal and streetlight maintenance industry
- IMSA Level I, II & III Certified
- IMSA Work Zone Safety Certified
- Extensive experience in both the technical and construction-related aspects of the traffic signal and streetlight maintenance industry
- Served as technical support for US Traffic Corp.
- Experience working with a variety of traffic signal products

Candace Gallaher, Senior Service Coordinator

- Over 10 years experience in managing traffic signal maintenance, repair and construction contracts.

Henry Graves, Maintenance Field Supervisor

- Over 25 years experience in traffic signal repair and construction
- Skilled with all aspects of streetlight and traffic signal maintenance, repair and construction

Christopher Slocum, Utility/Construction Field Supervisor

- Over 20 years experience with all aspects of Traffic Signal Maintenance, Construction and Repair

Rigo Gonzales, Primary Traffic Signal Technician for the City of Costa Mesa

- Over 25 years experience in traffic signal maintenance
- IMSA Level I, II & III Certified
- IMSA Work Zone Safety Certified
- IMSA Traffic Signal Inspector Certified
- NEC Certified
- Certified on TS-1, TS-2, Type 170, NEMA controllers, VMS
- Experience in video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance and troubleshooting
- Proficient with Multisonics 820A & Osam
- Experienced with hardwire and wireless communications technology
- Expertise in installation, programming and testing of various battery back-up systems

Minh Tran, Engineering Technician

- Over 20 years experience in the traffic signal maintenance industry.
- IMSA Level I, II & III Certified
- IMSA Work Zone Safety Certified
- IMSA Traffic Signal Inspector Certified

- NEC Certified
- Certified on Econolite TS-1 & TS-2 NEMA controllers
- Certified on Type 170 controllers
- Certified in Iteris ITS Video Detection
- Extremely knowledgeable with all ATMS equipment
- Extensive experience in the installation, diagnosis, and repair of CMS and CCTV

Lino Darde, Traffic Signal Maintenance Technician

- Over 20 years experience in traffic signal maintenance
- IMSA Level I, II & III Certified
- IMSA Work Zone Safety Certified
- NEC Certified
- Extensive experience with all types of systems including traffic signal requirements of the City of Siemens Industry, Inc.
- Certified on TS-1, TS-2, Type 170, NEMA controllers, VMS
- Experience in video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance and troubleshooting
- Proficient with Multisonics 820A/Osam & Econolite ASC Controllers
- Experienced with hardwire and wireless communications technology

Kevin Daxon, Traffic Signal Technician

- Over 10 years experience as a traffic signal technician
- **IMSA Level I & II Certified Traffic Signal Technician**
- IMSA Work Zone Safety Certified
- **State of California NEC Certified General Electrician**
- Skilled with all aspects of traffic signal and streetlight maintenance and troubleshooting.
- Proficient with TS-1, TS-2, Type 170, NEMA controllers
- Installation and wiring battery back up systems and traffic signal controller cabinets
- Experience in working with various video detection systems
- Has worked with/ in all of our agency cities in OC and LA Counties as well as various cities in the Inland Empire.

Casey Rice, Traffic Signal Technician

- Over 7 years experience in the traffic signal repair and maintenance industry
- Proficient with all aspects of Traffic Signal maintenance, troubleshooting and repair.
- IMSA Level I
- IMSA Work Zone Safety Certified

Francisco Alvarado, Traffic Signal Technician

- Over 5 years experience in the traffic signal repair and maintenance industry
- Proficient with all aspects of Traffic Signal maintenance, troubleshooting and repair.
- IMSA Level I & II Certified
- IMSA Work Zone Safety Certified

Neale Ramos, Traffic Signal Maintenance Technician

- Over 10 years experience in traffic signal maintenance
- IMSA Level I & II Certified
- IMSA Work Zone Safety Certified

SAFETY & TRAINING

Siemens 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). Siemens ITS has a zero tolerance policy on all safety violations. Siemens will provide copies of any safety history documentation upon request.

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. Siemens is a proponent of formal training as well. Our electricians and technicians are also IMSA and IBEW trained. Prior to being sent out to work on their own, each electrician spends time with a number of senior staff members to learn the procedures and protocols we follow and must pass a series of tests before the area superintendents permit them to work independently.

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

With offices located across the country, Siemens is the largest employer of IMSA level I, II and III employees, and we are expanding to provide more job opportunities nationwide. Siemens has the only federally approved Traffic Signal Maintenance Journeyman Apprenticeship program in the United States, which is open to all employees.

EQUIPMENT

Siemens owns and operates approximately 150 service vehicles of various types and sizes within California. More than half of those trucks are located in Southern California. To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices.

Equipment Available for this Contract

Year	Make	Model	Equipment Type
2011	Ford	F150	Service Truck
2011	Ford	F150	Service Truck
2011	Ford	F450	Bucket Truck
2012	Ford	F550	Bucket Truck
2012	Ford	F550	Bucket Truck
2011	Ford	F550	Bucket Truck
2012	Ford	F550	Bucket Truck
2002	GMC	C6500	Dump Truck
2004	FORD	F450	Dump Truck
2006	FORD	F550	Contractor Body
2005	FORD	F550	Contractor Body
2009	CHEVROLET	COLORADO	Service Body
2007	Carrier	Trailer	Conductor Trailer
2004	MLBLT	Trailer	Cable Trailer
2008	DITCH WITCH	T18B	Bore Rig w/ Trailer
2008	DITCH WITCH	ZT9S	Vacuum w/ Trailer

In addition to the above referenced equipment, Siemens owns many other bucket trucks and construction vehicles. We also own multiple Arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many more other items for maintenance and construction. A much more detailed list can be provided upon your request.

Siemens employees working for the City will be equipped with the necessary communications devices in order to communicate with City employees with ease. We will also provide the City with two cell phones. Our crews assigned to the City will possess a digital camera, cellular phone and a laptop to access, send, and receive real-time information.

FACILITIES

- **Our Anaheim, office** will be responsible for serving the City of Costa Mesa. Anaheim is Siemens' Southern California regional headquarters and its largest office. It is located at 1266 N. La Loma Circle, Anaheim, California.
- **La Mirada, CA:** This facility houses all materials and equipment necessary to maintain traffic signals, streetlights and related projects for all of Southern California.
- **Riverside, CA:** In addition to the Anaheim office, Siemens has an office location at 2240 Business Way in the City of Riverside, California. This facility houses all materials and equipment necessary to maintain electrical systems, traffic signals, streetlights and perform related projects for the San Bernardino and Riverside area. This facility also houses our Southern California laboratory facility. The laboratory provides in house electrical testing and repair services which allow Siemens to benefit from immediate test results obtained independently from manufacturers.
- **El Cajon, CA:** Siemens' San Diego office is located at 1820 John Towers Avenue in El Cajon, California. This facility houses all materials and equipment necessary to maintain electrical systems, traffic signals, streetlights and perform related projects for the San Diego area.
- **Novato, CA:** Siemens' Corporate Headquarters is located at 371 Bel Marin Keys Blvd, Novato, California approximately 30 minutes North of San Francisco. The corporate staff supports all field offices and operations including training, safety, purchasing, and accounting.
- **Additional office locations are located in:**
 - San Rafael, CA
 - Sacramento, CA
 - Tempe, AZ
 - Grand Prairie, TX
 - Houston, TX
 - Austin, TX
 - Billerica, MA

INVENTORY

Siemens maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED lamps, luminaries, service cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enable Siemens to repair or replace damaged equipment expeditiously and professionally.



Siemens employees will be equipped with all spare parts necessary to place a signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. No permanent or temporary change of controller mechanisms will be done without prior approval of the City except in case of an emergency. Siemens will notify the City that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained in order to accommodate each individual Agency's needs. Siemens continually monitors and modifies inventory levels as required by current maintenance and repair.

TESTING SERVICES

Siemens has laboratories and regional repair facilities that are available to the City to test, repair and certify your traffic signal components. Our new testing facility is located in Riverside, CA. We specialize in controller and cabinet system testing to support services including: controller repair and conflict monitor/ CMU/MMU testing and certification. Our facilities service all types and brands of traffic signal control equipment including Cal Standard, NEMA TS-1 and TS-2 and ITS equipment. Siemens's laboratory personnel includes degreed IMSA certified traffic signal technicians and certified Electricians. Our Field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience. We maintain the state of the art electronic servicing equipment.

Fiber Optic Repair, Installation, Maintenance Services

Siemens has a dedicated fiber optic placement, troubleshooting, and emergency repair team available for the City of Siemens Industry, Inc.. The team is fully equipped to perform OTDR testing, fusion splicing, and any documentation needs for the City. Siemens is currently a fiber optic systems and CCTV maintenance provider for Caltrans.

Siemens owns the following equipment used for various ITS components-

- MMU/CMU Test and Certification Equipment for all Standard monitors
- Backup Battery Capacity Analyzation and Testing Equipment
- LED lumens Testers/various brands

REFERENCES

Siemens has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. Siemens has 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 electrical infrastructure and exceed our customer's expectations.

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Alhambra 68 South First Street Alhambra, CA 91801	On-Call Traffic Signal Maintenance	Stan Hertel, Traffic Signal Supervisor	(626) 570-5074
City of Anaheim 200 South Anaheim Blvd Anaheim, CA 92805	On-Call Traffic Signal Maintenance	Christopher Dahl	(714) 765-6908
Town of Apple Valley 14955 Dale Evans Pkwy. Apple Valley, CA 92307	Traffic Signal Maintenance	Lance Miller, Public Works Supervisor	(760) 240-7000 ext. 7544
City of Arcadia 11800 Goldring Road Arcadia, CA 91066	On-Call Traffic Signal Maintenance	David McVey, Street Superintendent	(626) 256-6676
City of Artesia 18747 Clarkdale Ave. Artesia, CA 90701	Traffic Signal Maintenance	C Hui Lai, Traffic Engineer	(714) 974-7863
City of Azusa 213 E. Foothills Blvd. Azusa, CA 91702	Traffic Signal Maintenance	Carl Hassel, City Engineer	(626) 812-5064
City of Banning 99 Ramsey Street, Banning, CA 92220	Traffic Signal Maintenance	Kahono Oei, Assistant Director of Public Works	(951) 922-3130
City of Calimesa 908 Park Avenue Calimesa, CA 92320	Traffic Signal Maintenance	Bob French, Director of Public Works	(909) 795-9801 ext. 235
City of Carlsbad 1635 Faraday Ave. Carlsbad, CA 92008	Traffic Signal & Streetlight Maintenance	Heidi Heisterman	(760) 434-2937
City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA	Traffic Signal Maintenance	Pat Milos, Traffic Engineer	(760) 770-3490
City of Colton 650 No La Cadena Drive Colton, CA 92324	Traffic Signal Maintenance	Victor Ortiz, Engineering Supervisor	(909) 370-5065
City of Commerce 2535 Commerce Way Commerce, CA 90040	Traffic Signal Maintenance	Victor San Lucas, City Engineer	(323) 722-4805 Ext. 2206

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Corona 400 South Vicentia Ave. Corona, CA 92882	On-Call Traffic Signal Maintenance	Gabriel Hernandez, Traffic Signal Specialist	(951) 903-9286
City of Cudahy 5220 Santa Anna Street Cudahy, CA 90201	Traffic Signal Maintenance	Carlos Alvarado, City Engineer	(323) 773-5143
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Traffic Signal Maintenance	Matt Sinacori, City Engineer	(949) 248-3574
City of Diamond Bar 21825 E. Copley Drive Diamond Bar, CA 91765	Traffic Signal Maintenance	David Liu, Director Public Works	(909) 839-7041
City of Duarte 1600 Huntington Drive Duarte, CA 91010	Traffic Signal Maintenance	Troy Wittenbrock, Field Services Manager	(626) 357-7931
City of El Cajon 200 East Main St. El Cajon, CA 92020	Traffic Signal & Streetlight Maintenance	Ed Krulikowski, Maintenance Supervisor	(619) 441-1651
City of El Monte 11333 Valley Boulevard El Monte, CA. 91731-3293	On-Call Traffic Signal Maintenance	Ken Ballinger, Public Works Supervisor	(626) 945-7434
City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708	Traffic Signal Maintenance	Temo Galvez, City Engineer	(714) 593-4517
City of Glendale 633 East Broadway, Room 300 Glendale, CA 91206	Traffic Signal Maintenance	Wayne C. Ko, Senior Traffic Engineer	(818) 548-3960 ext. 8365
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92324	Traffic Signal Maintenance	Steve Barry, Asst. City Manager	(909) 824-6621
City of Hesperia 15776 Main Street Hesperia, CA 92345	On-Call Traffic Signal Maintenance	Scott Smith, Traffic Crew Supervisor	(760) 947-1814
City of Highland 27215 Base Line Highland, CA 92346	Traffic Signal Maintenance	Dennis Barton, Engineering Manager	(909) 864-6861 ext. 251
City of Irvine 6427 Oak Canyon, #3 Irvine, CA 92618	Traffic Signal Maintenance	Dave Flanagan, Supervising Traffic Systems Specialist	(949) 724-7684
City of La Mesa 8130 Allison Ave. La Mesa, CA 91941	Traffic Signal & Streetlight Maintenance	Kathy Feilen	(619) 667-1144
City of Lemon Grove 3232 Main St. Lemon Grove, CA 91945	Traffic Signal & Streetlight Maintenance	Majid Al-Ghafry	(619) 825-3810

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Lomita 24300 Narbonne Lomita, CA 90717	Traffic & Streetlight Maintenance	Gregory McPherron, Grants Director	(310) 325-7110
City of Maywood 4319 East Slauson Avenue Maywood, CA 90270	Traffic Signal Maintenance	Ed Ahrens, City Manager	(323) 562-5024
City of Malibu 23815 Stuart Ranch Road Malibu, CA 90265	Traffic Signal Maintenance	Richard Calvin Public Works	(310) 456-2489
Mission Viejo 200 Civic Center Mission Viejo, CA 92691	Traffic Signal Maintenance	Brett Candey, Traffic Engineer	(949) 470-3039
City of Montebello 1600 West Beverly Blvd. Montebello, CA 90640	Traffic Signal Maintenance	Sam Kouri, Traffic Engineer	(323) 887-1462
City of Moorpark 799 Moorpark Ave. Moorpark, CA 93021	Traffic Signal Maintenance	Michael Nazito, Public Works Supervisor	(805) 529-6864
City of Newport Beach 3300 Newport Blvd. Newport Beach, CA 92663	Traffic Signal Maintenance	George Bernard, Traffic Engineer	(949) 644-3348
City of Norco 1281 Fifth Street Norco, CA 92860	Traffic Signal Maintenance	William Thompson, Director of Public Works	(951) 270-5601
City of Ontario 303 E. B Street Ontario, CA 91764	Traffic Signal Maintenance	Bruce Smith, Senior Associate Engineer	(909) 395-2151
City of Ontario 303 E. B Street Ontario, CA 91764	Streetlight Maintenance	Patrick Malloy, Public Works Supervisor	(909) 395-2600
City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260	Traffic Signal Maintenance	Robert Becerra, Traffic Signal Specialist	(760) 346-0611
City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, Ca. 92263-2743	Traffic Signal Maintenance	Marcus L. Fuller, P.E., Assistant Director of Public Works	(760) 323-8253
City of Port Hueneme 746 Industrial Ave. Port Hueneme, CA 93041	Traffic Signal Maintenance	Rita Turbyville, Public Works	(805) 986-6507
City of Poway P.O. Box 789 Poway, CA 92074	Traffic Signal & Streetlight Maintenance	Zoubir Ouadah	(858) 668-4640
City of Rancho Cucamonga 10500 Civic Center. Dr. Rancho Cucamonga, CA 91729	Traffic Signal Maintenance	Pat Gallagher, Field Supervisor	(909) 477-2700

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Rancho Mirage 69-825 Highway 111 Rancho Mirage, CA 92270	Traffic Signal Maintenance	Bill Harrison	(760) 770-3224
City of Redlands 35 Cajon Street Suite 222 Redlands, CA 92373	Traffic Signal Maintenance	Rick Cross, Operations Manager	(909) 798-7655
City of Rolling Hills Estates 4045 Palos Verdes Drive N. Rolling Hills, CA 90274	Traffic Signal Maintenance	Samuel Wise, City Manager	(310) 377-1577
City of Rosemead 8838 E. Valley Blvd. Rosemead, CA 91770	Traffic Signal Maintenance	William Ornales, City Engineer	(626) 288-6671
County of San Bernardino 825 E. Third Street San Bernardino, CA 92514	Traffic Signal Maintenance	Ed Petrie, Traffic Division	(909) 387-8186
San Bernardino Waste 222 West Hospitality San Bernardino, CA 92415	Traffic Signal Maintenance	Brooks Webb, Landfill Op. Inspector	(909) 386-8915
City of San Marcos 201 Mata Way San Marcos, CA 92069	Traffic Signal & Streetlight Maintenance	Randy Smith	(760) 752-7550
City of San Marino 2200 Huntington Drive San Marino, CA 91108	Traffic Signal Maintenance	Carlos Alvarado, Traffic Engineer	(626) 960-1889
City of Santa Paula 970 Ventura St. PO Box 569 Santa Paula, CA 93060	Traffic Signal Maintenance	Clifford Finley, City Engineer & Director Public Works	(805) 933-4298
City of Santee 10601 Magnolia Ave. Santee, CA 92071	Traffic Signal & Streetlight Maintenance	Dennis Barnes	(619) 258-4100 x189
City of Seal Beach 211 Eighth Street Seal Beach, CA 90740	Traffic Signal Maintenance	Bill Moran, Supervisor	(562) 493-8660
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Traffic Signal Maintenance	Dave Medina, Asst. Engineer for Traffic Dept. Public Works	(805) 583-6700
City of South Pasadena 825 Mission Street South Pasadena, CA 91030	Traffic Signal Maintenance	Steve Moronez, Public Works	(626) 403-7379
City of Temecula 43200 Business Park Drive Temecula, CA 92590	On-Call Traffic Signal Maintenance	Richard Uribe, Sr. Signal Technician	(951) 308-6382
City of Vista 1165 E. Taylor Street Vista, CA 92084	Traffic Signal & Streetlight Maintenance	Dennis Dudek	(760) 726-1340 x1631

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595	Traffic Signal Maintenance	Jon Crawford, Supervising Engineer	(951) 990-3600
City of Yorba Linda 4845 Casa Loma Ave. Yorba Linda, CA 92885	Traffic Signal Maintenance	Armando Jaime, Traffic Engineer	(714) 961-7100

Previous Customers

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706	Traffic Signal Maintenance	David Lopez, Public Works	(626) 960-4011 ext. 458
City of Bell 6330 Pine Ave. Bell, CA 90201	Traffic Signal Maintenance	Luis Ramirez, City Engineer	(323) 588-6211
City of Cerritos 18125 Bloomfield Ave. Cerritos, CA 90703	Traffic Signal Maintenance	Hal Arbogast, City Engineer	(562) 916-1219
City of Chino Hills 2001 Grand Ave. Chino Hills, CA 91709	Traffic Signal Maintenance	Sean O'Conner, Operations Manager	(909) 364-2759
City of Claremont 207 Harvard Ave. Claremont, CA 91711	Traffic Signal Maintenance	Craig Bradshaw, City Engineer	(909) 399-5474
City of Cypress 5275 Orange Ave. Cypress, CA 90630	Traffic Signal Maintenance	Keith Carter, Engineer	(714) 229-6750
City Loma Linda 25541 Barton Rd. Loma Linda, CA 92354	Traffic Signal Maintenance	Eleazar Rubalcava, Field Supervisor	(909) 799-4440
City of La Verne 3660 D Street La Verne, CA 91750	Traffic Signal Maintenance	Anthony Ciotti, Public Works	(909) 596-8741
City of Perris 1015 S. G Street Perris, CA 92570	Traffic Signal Maintenance	Daryl Hartwill, Public Works Manager	(951) 657-3280
City of Tustin 300 Centennial Way Tustin, CA 92780	Traffic Signal Maintenance	Terry Lutz, Principal Engineer	(714) 573-3263
City of Vernon 4305 Santa Fe Ave. Vernon, CA 90058	Traffic Signal Maintenance	Woody Natsuhara, Director Community Services	(323) 583-8811

EXHIBIT C
FEE SCHEDULE

**FEE PROPOSAL
FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE**

1.	Routine Maintenance:	Quantity	Unit \$ (monthly)	Total \$ (monthly)
a.	Traffic Signal	123	\$ <u>82.00</u>	\$ <u>10,086.00</u>
b.	Battery Backup System	36	\$ <u>12.00</u>	\$ <u>432.00</u>
c.	Flashing Crosswalk	7	\$ <u>50.00</u>	\$ <u>350.00</u>
d.	Cellular phone for City Traffic Ops	2	\$ <u>25.00</u>	\$ <u>50.00</u>
	Routine Maintenance Monthly Sub Total:		\$ <u>169.00</u>	\$ <u>10,918.00</u>
2.	Extraordinary Maintenance / Hardware: (Unit is "each" unless noted. Hardware shall conform to the Scope of Work. Price quoted shall include all labor, equipment costs, and mark-up.)			
a.	Replace luminaire safety light lamp with LED			\$ <u>810.00</u>
b.	Replace luminaire safety light ballast			\$ <u>160.00</u>
c.	Replace ISNS florescent lamp			\$ <u>36.45</u>
d.	Replace ISNS florescent lamp with LED <small>price based on 6ft Retrofit kit</small>			\$ <u>610.00</u>
e.	Replace ISNS florescent ballast			\$ <u>120.00</u>
f.	Install 12" red LED lens		Ball \$ <u>115.00</u> Arrow \$ <u>125.00</u>	
g.	Install 12" yellow LED lens		Ball \$ <u>130.00</u> Arrow \$ <u>120.00</u>	
h.	Install 12" green LED lens		Ball \$ <u>125.00</u> Arrow \$ <u>125.00</u>	
i.	Replace 3-section 12" vehicle head assembly with LED complete			\$ <u>900.00</u>
j.	Replace 5-section 12" vehicle head assembly with LED complete			\$ <u>1,375.00</u>
k.	Replace backplate for vehicle head		3-section	\$ <u>130.00</u>
			5-section	\$ <u>200.00</u>
l.	Replace ped head with LED countdown complete with framework			\$ <u>465.00</u>
m.	Replace ped module with LED countdown module (retain head)			\$ <u>215.00</u>
n.	Replace standard Type "E" detector loop complete		(4 or Less)	\$ <u>500.00</u>

EXHIBIT "B"
Rev-2

		(more than 4)	\$ <u>375.00</u>
o.	Replace standard Type "D" detector loop complete	(4 or Less)	\$ <u>500.00</u>
		(more than 4)	\$ <u>375.00</u>
p.	Replace 5' x 50' detector loop complete	(4 or Less)	\$ <u>1,800.00</u>
		(more than 4)	\$ <u>1,575.00</u>
q.	Replace pull box with Christy Fiberlite	No. 3	\$ <u>360.00</u>
		No. 5	\$ <u>715.00</u>
		No. 6	\$ <u>900.00</u>
r.	Paint pedestrian head		\$ <u>195.00</u>
s.	Paint vehicle head		\$ <u>350.00</u>
t.	Paint controller cabinet		\$ <u>900.00</u>
u.	Paint electrical service cabinet		\$ <u>550.00</u>
v.	Test traffic signal cabinet		\$ <u>1,200.00</u>
		(with Full Caltrans Environmental Cert)	\$ <u>2,200.00</u>
w.	Install City furnished cabinet on existing foundation		\$ <u>2,200.00</u>
x.	Replace NEMA conflict monitor with LED		\$ <u>925.00</u>
y.	Replace PPB (Polara "Bulldog" or City approved equal)		\$ <u>170.00</u>
z.	Replace ISNS (name panels shall be City furnished)	6' \$ <u>98.00</u> 8' \$ <u>98.00</u>	
aa.	Conduct city-wide night ride of traffic signals and street lighting		\$ <u>675.00</u>
ab.	Clean CCTV camera lens		\$ <u>50.00</u>
ac.	Replace BBS Battery (Caltrans Std. 12VDC dry cell)		\$ <u>200.00</u>
ad.	Markup on all other materials over supplier invoice amount: (conforming to Section 2.04.19)		<u>15%</u>
ae.	Replace luminaire safety light lamp		\$85.00
af.	Painting Intersection (figure 16 traffic signal and 8 pedestrian signal)		\$4,000.00

(67)

3. Extraordinary Maintenance / Labor:	<u>Regular Time Per Hour</u>	<u>Overtime Per Hour</u>
Superintendent	<u>\$ 110.00</u>	<u>\$ 165.00</u>
Engineering Technician	<u>\$ 105.00</u>	<u>\$ 160.00</u>
Laboratory Technician	<u>\$ 85.00</u>	<u>\$ 120.00</u>
Maintenance Technician - Lead	<u>\$ 105.00</u>	<u>\$ 160.00</u>
Maintenance Technician	<u>\$ 100.00</u>	<u>\$ 150.00</u>
Utility Technician - Lead	<u>\$ 105.00</u>	<u>\$ 160.00</u>
Utility Technician	<u>\$ 100.00</u>	<u>\$ 150.00</u>
Street Light Technician	<u>\$ 100.00</u>	<u>\$ 150.00</u>
Laborer	<u>\$ 90.00</u>	<u>\$ 125.00</u>

4. CCTV, Communication, & ITS	<u>Regular Time Per Hour</u>	<u>Overtime Per Hour</u>
Fiber Optic Cable Technician	<u>\$ 110.00</u>	<u>\$ 165.00</u>
Network Technician	<u>\$ 110.00</u>	<u>\$ 165.00</u>

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

5. Extraordinary Maintenance / Equipment (per job trip):	
Pick-Up Truck	<u>\$ 20.00</u>
Service Truck	<u>\$ 60.00</u>
Service/Ladder Truck	<u>\$ N/A</u>
Boom/Ladder Truck	<u>\$ 56.00</u>
50' Height Boom Truck	<u>\$ 90.00</u>
Crane	<u>\$ 200.00</u>

EXHIBIT "B"
Rev-2

Water Truck	\$ <u>20.00</u>
Dump Truck	\$ <u>20.00</u>
Complete Paint Rig	\$ <u>20.00</u>
Concrete Saw and Truck	\$ <u>25.00</u>
Trencher and Backhoe	\$ <u>1,650.00</u>
Air Compressor with Tools	\$ <u>10.00</u>
Vacuum Truck	\$ <u>20.00</u>
Boring Machine	\$ <u>950.00</u>

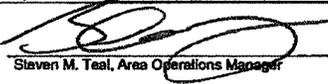
It is agreed that submission of a proposal shall be considered prima facie evidence that the bidder has carefully examined the scope of services; areas of responsibility; and field conditions, and is therefore satisfied as to the character, quantity and quality of work to be performed, materials to be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

Bidder:

Firm: Siemens Industry, Inc.

Address: 1266 N. La Loma Circle
Anaheim, CA 92806

Phone: (714) 630-2100

Signature: 
Steven M. Teal, Area Operations Manager

Date: 01/29/2015

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2014

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
100129-REPUB-14/15 RE31M Gallah 0704P NOC1		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED SIEMENS INDUSTRY, INC. SIEMENS INTELLIGENT TRANSPORTATION SERVICES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513		INSURER A: HDI-Gerling America Insurance Company 41343 INSURER B: The Travelers Indemnity Company 25658 INSURER C: The Charter Oak Fire Insurance Company 25615 INSURER D: Travelers Property Casualty Co. of America 25674 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-005951697-25 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC		GLD1110106	10/01/2014	10/01/2015	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 - COMP/OP AGG \$ INCL. \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP7440L34A14	10/01/2014	10/01/2015	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 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC2OUB7440L27114 (AOS) TRKUB7440L28314 (AZ, MA, OR & WI)	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES. \$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY. IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

CERTIFICATE HOLDER CITY OF COSTA MESA 77 FAIR DRIVE COSTA MESA, CA 92626	CANCELLATION 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>
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EXHIBIT E
CITY COUNCIL POLICY 100-5

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SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

