

MAINTENANCE AND REPAIR CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("Owner"), and Yunex LLC ("Contractor"), a California corporation.

The parties to this Contract have mutually covenanted and agreed, as follows:

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond (Exhibit D) and Payment Bond (Exhibit E); City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Provide and Install Traffic Signal Controller Cabinet Assemblies, Invitation for Bids (IFB) No. F24-261 for "Provide and Install Traffic Signal Controller Cabinet Assemblies", including Addenda Nos. 1 and 2; OSHA regulations, rules, and standards, and any other standards and codes as outlined in the Specifications. These documents are all incorporated herein by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of providing and installing Traffic Signal Controller Cabinet Assemblies as called for, and in the manner designated in, and in strict conformity with all sections of IFB No. F24-261, including Section 3 (Specifications), prepared and adopted by the Owner. Furthermore, a detailed scope of work is attached hereto and incorporated herein as Exhibit A.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Traffic Engineer or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Six Hundred Eight Thousand Nine Hundred and 00/100 Dollars (\$608,900.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit B" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid only.

CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration two hundred eighty-one (281) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient

time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. Such notice shall contain the reasons for the intention to terminate the Contract, and the Contract shall cease and terminate on the tenth calendar day after serving the notice, unless within ten days after serving such notice, such violation(s) cease and satisfactory arrangements for correction thereof are made.

In the event of any such termination of the Contract, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. If the surety, within fifteen (15) days after the serving upon it of notice of termination, does not give Owner written notice of its intention to take over and perform the Contract, or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, then Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for doing so take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Section 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Transportation and Traffic Division
P. O. Box 3707
Sunnyvale, CA 94088-3707
ATTN: Angela Obeso, Interim Transportation and Traffic
Manager

Contractor: Yunex LLC
20956 Corsair Blvd
Hayward, CA 94545

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. The Owner requires that Contractor maintain insurance requirements on the City's electronic insurance verification system. Contractor shall procure and maintain, at its own expense during the life of this Contract, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" electronically for approval by the Owner Risk Manager prior to Contractor (or subcontractor) commencing any work under this Contract.

16. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City and its officer, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering

services under this Contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the Owner's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this contract. Contractor's responsibility for such defines and indemnity obligations shall survive the termination or completion of this contract.

17. Hours of Work. Eight (8) hours of labor during any one (1) calendar day and forty (40) hours of labor during any one (1) calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any

applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans

and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described herein and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of one thousand dollars (\$1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

24. Entire Agreement; Amendment. This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Contract signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Contract.

CITY OF SUNNYVALE,
a California chartered municipal corporation
("Owner")

CONTRACTOR

License No. _____

By _____ / ____ / ____
Assistant City Manager Date

By _____
_____/____/____
Title Date

ATTEST:
City Clerk

By _____
_____/____/____
Title Date

Title
By _____ / ____ / ____
City Clerk Date

APPROVED AS TO FORM:

_____/____/____
City Attorney Date

EXHIBIT A DETAILED SCOPE OF WORK

West Moffett Park Drive-Manila Avenue at Enterprise Way

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet including existing railroad preemption field wires and equipment.
3. SIC-Fiber Optics and Twisted Pair copper must be tested before and after work.
4. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base extension/riser, on existing foundation and reconnect all existing field wires including SIC – Fiber Optic cable/Twisted Pair Copper.
5. Contractor must remove from old 332 traffic signal controller cabinet and relocate to newly installed 332LS traffic signal controller cabinet the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. PTZ equipment/wiring
 - f. Ethernet switches
 - g. Reconnect existing Fiber Optics to new Fiber Optics tray. Need continuity test of existing 12 strands breakout fiber optics cable before and after installation of cabinet.
 - h. Reconnect existing Twisted Pair copper SIC to new punch down panel. Need continuity test of existing twisted pair copper SIC before and after installation of cabinet.
 - i. Reconnect existing railroad preemption field wires and equipment.
6. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



West Moffett Park Drive – Manila Avenue at Enterprise Way

South Fair Oaks Avenue at Old San Francisco Road

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base extension/riser, on existing foundation and reconnect all existing field wires.
4. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LS traffic signal controller cabinet assembly the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Ethernet switches and PoE devices where applicable.
 - f. Spread Spectrum communications equipment. Test communications before and after installation of new controller cabinet assembly.
 - g. Polara APS Equipment/wiring where applicable.
5. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



South Fair Oaks Avenue at Old San Francisco Road

North Fair Oaks Avenue and East Arques Avenue

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly and base adapter.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base extension/riser, on existing foundation and reconnect all existing field wires.
4. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LS traffic signal controller cabinet assembly the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Ethernet switches and PoE devices where applicable.
 - f. Spread Spectrum communications equipment. Test communications before and after installation of new cabinet.
 - g. Polara APS Equipment/wiring where applicable.
5. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



North Fair Oaks Avenue at East Arques Avenue

North Fair Oaks Avenue and East Maude Avenue.

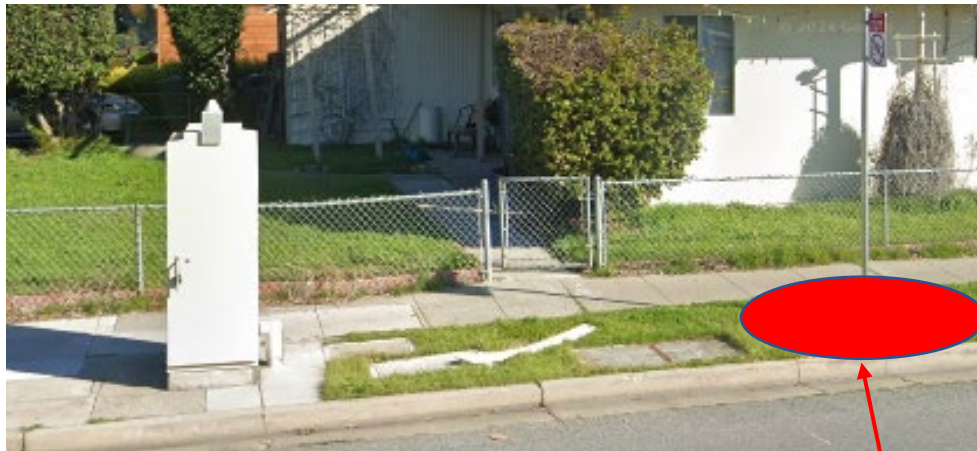
1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. SIC-Fiber Optics and Twisted Pair copper must be tested before and after work.
4. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base extension/riser, on existing foundation and reconnect all existing field wires including SIC – Fiber Optic cable/Twisted Pair Copper.
5. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LS traffic signal controller cabinet assembly the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Polara APS Equipment/wiring where applicable.
 - f. Ethernet switches and PoE devices.
 - g. Reconnect existing Twisted Pair copper SIC to new punch down panel and existing Fiber Optics cables in newly installed traffic signal controller cabinet Fiber Optics splice enclosure. Contractor to perform continuity test of existing Twisted Pair copper SIC and fiber optics SIC before and after installation of cabinet.
6. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



North Fair Oaks Avenue at East Maude Avenue

North Fair Oaks Avenue and East Duane Avenue

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. SIC-Fiber Optics and Twisted Pair copper must be tested before and after work.
4. Install new 342LX traffic signal controller cabinet assembly foundation per latest Caltrans Standard Plans as location shown in the picture below.
5. Contractor must install newly contractor supplied and tested 332LX traffic signal controller cabinet assembly with 4" base extension/riser, on newly installed foundation and reconnect all existing field wires including SIC – Fiber Optic cable/Twisted Pair Copper.
6. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LX traffic signal controller cabinet assembly the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Ethernet switches
 - f. Spread Spectrum communications equipment. Test communications before and after installation of new cabinet.
 - g. Reconnect existing Fiber Optics to new Fiber Optics tray. Need continuity test of existing 12 strands breakout fiber optics cable before and after installation of cabinet.
 - h. Reconnect existing Twisted Pair copper SIC to new punch down panel. Need continuity test of existing twisted pair copper SIC before and after installation of cabinet.
 - i. Polara APS equipment/wiring
7. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



North Fair Oaks Avenue at East Duane Avenue

General area for new traffic signal controller cabinet found including concrete pad.

North Fair Oaks Avenue at and Caliente Drive-San Conrado Terrace

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base adapter, on existing foundation and reconnect all existing field wires.
4. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LS traffic signal controller cabinet the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. PTZ equipment/wiring
 - f. Ethernet switches and PoE Devices
 - g. Polara APS equipment/wiring
5. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



6.

North Fair Oaks Avenue at Caliente Drive-San Conrado Terrace

North Fair Oaks Avenue and East Ahwanee Avenue

1. Contractor must remove and dispose of existing 332 traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. SIC-Fiber Optics and Twisted Pair copper must be tested before and after work.
4. Contractor must install newly contractor supplied and tested 332LS traffic signal controller cabinet assembly with 8" base adapter, on existing foundation and reconnect all existing field wires.
5. Contractor must remove from old 332 traffic signal controller cabinet assembly and relocate to newly installed 332LS traffic signal controller cabinet the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. PTZ equipment/wiring
 - f. Ethernet switches and PoE devices
 - g. Polara APS equipment/wiring
6. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



North Fair Oaks Avenue at East Ahwanee Avenue

Tasman Drive and Reamwood Avenue

1. Contractor must remove and dispose of existing P traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. SIC-Twisted Pair copper must be tested before and after work.
4. Contractor must install newly contractor supplied tested 342LX traffic signal controller cabinet assembly with 4" base extension/riser, on existing foundation and reconnect all existing field wires including SIC-Twisted Pair Copper.
5. Contractor must remove from old P traffic signal controller cabinet assembly and relocate to newly installed 342LX traffic signal controller cabinet assembly the following existing equipment:
 - a. CLARY UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Ethernet switches and PoE devices
 - f. SCADA system relay kit and associated wiring/equipment. Test communications between VTA and city of Sunnyvale equipment before and after relocation to ensure communications work as expected.
 - g. Reconnect existing Twisted Pair copper SIC to new punch down panel. Need continuity test of existing twisted pair copper SIC before and after installation of cabinet.
6. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



Tasman Drive at Reamwood Avenue

East Java Drive and Borregas Avenue

1. Contractor must remove and dispose of existing P traffic signal controller cabinet assembly.
2. Contractor must label all existing field wiring, DLCs and other related cabinet wiring prior to removing it, to land them in new cabinet.
3. SIC-Fiber Optics and Twisted Pair copper must be tested before and after work.
4. Contractor must install newly contractor supplied and tested 342LX traffic signal controller cabinet assembly with 4" base extension/riser, on existing foundation and reconnect all existing field wires including SIC – Fiber Optic cable/Twisted Pair Copper.
5. Contractor must remove from old P traffic signal controller cabinet assembly and relocate to newly installed 342LX traffic signal controller cabinet assembly the following existing equipment:
 - a. TESCO UPS system, batteries, and all associated existing equipment
 - b. ITERIS Velocity antenna and equipment
 - c. EMTRAC equipment/wiring
 - d. Video detection equipment/wiring
 - e. Ethernet switches and PoE devices
 - f. SCADA system relay kit and associated wiring/equipment. Test communications between VTA and city of Sunnyvale equipment before and after relocation to ensure communications work as expected.
 - g. Reconnect existing Twisted Pair copper SIC to new punch down panel. Need continuity test of existing twisted pair copper SIC before and after installation of cabinet.
6. City staff must be present the day of the traffic signal controller cabinet switch-over to authorize signal shut down.



East Java Drive at Borregas Avenue

EXHIBIT B COMPENSATION SCHEDULE

BASE BID

ITEM	DESCRIPTION	QTY	UOM	Cost
1	Labor and materials to remove existing 332 and supply and install 332LS at W Moffett Park Drive/Manila Ave-Enterprise Wy	1	LS	\$59,300
2	Labor and materials to remove existing 332 and supply and install 332LS at S Fair Oaks Ave/Old San Francisco Rd	1	LS	\$ 54,500
3	Labor and materials to remove existing 332 and supply and install 332LS at N Fair Oaks Ave/E Arques Ave	1	LS	\$54,500
4	Labor and materials to remove existing 332 and supply and install 332LS at N Fair Oaks Ave/E Maude Ave	1	LS	\$56,400
5	Labor and materials to remove existing 332 and foundation and supply and install 342LX and new Traffic Signal Controller Cabinet Assembly Foundation at N Fair Oaks Ave/E Duane Ave	1	LS	\$70,500
6	Labor and materials to remove existing 332 and supply and install 332LS at N Fair Oaks Ave/Caliente Drive-San Conrado Terrace	1	LS	\$54,500
7	Labor and materials to remove existing 332 and supply and install 332LS at N Fair Oaks Ave/E Ahwanee Ave	1	LS	\$54,500
8	Labor and materials to remove existing P and supply and install 342LX at Tasman Dr/Reamwood Ave	1	LS	\$65,000
9	Labor and materials to remove existing P and supply and install 342LX at Java Dr/Borregas Ave	1	LS	\$65,000
10	21-Day Cabinet Testing	1	LS	\$31,000
11	DPS Traffic Control	1	LS	\$6,000

Invitation for Bids No. F24-261
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	Sub Total		\$ 571,200
	Estimated sales tax (Materials)		\$ 37,700
1) Base Bid Total shall be written in numbers. 2) *For Lump Sum Bid Items (LS), only an amount in the "Total" Column is required and only the amount in the "Total" column will be considered.			Base Bid Total \$ 608,900

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☐ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$2,000,000 per claim.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☐ Pollution Liability coverage with limits not less than \$2,000,000 per occurrence.
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.
- ☐ Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- ☐ Installation Floater coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is indicated above, valuable papers, electronic data processing, pollution liability, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*.
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.

6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City.
9. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional Insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or Excellent, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Contractor requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City

reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

EXHIBIT D
PERFORMANCE BOND

Invitation for Bids No. F24-261
Provide and Install Traffic Signal Controller Cabinets

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Yunex LLC as principal ("Contractor"), a contract for the public work described as follows:

The project entitled "Provide and Install Traffic Signal Controller Cabinets", Invitation for Bids No. F24-261 pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of Six Hundred Eight Thousand Nine Hundred Dollars and 00/100 (\$608,900.00), which amount is not less than one hundred percent (100%) of the contract price to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants,

conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 20____.

SURETY:

{Name}

(Address of Principal Place of Business)

Telephone No.:

Facsimile No.

By:_____

Attorney in Fact

**(Notice: The signatures of the Surety
and Contractor on this bond must be
acknowledged before a notary public.)**

CONTRACTOR:

Yunex LLC

20956 Corsair Blvd.

Hayward, CA 94545

By:_____

(Name: print or type)

Title:_____

By:_____

(Name: print or type)

Title:_____

**EXHIBIT E
PAYMENT BOND**

**Invitation for Bids No. F24-261
Provide and Install Traffic Signal Controller Cabinets**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to Yunex LLC as principal ("Contractor"), a contract for the work described as follows:

The project entitled "Provide and Install Traffic Signal Controller Cabinets " pursuant to the award made to said Principal by the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, supervision and management necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, Invitation for Bids No. F24-261.

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and _____, a _____ admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of Six Hundred Eight Thousand Nine Hundred Dollars and 00/100 (\$608,900.00), which amount is not less than one hundred percent (100%) of the contract price, and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators,

successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 20__.

SURETY:

{Name}

(Address of Principal Place of Business)

Telephone No.:

Facsimile No.

By: _____
Attorney in Fact

**(Notice: The signatures of the Surety
and Contractor on this bond must be
acknowledged before a notary public.)**

CONTRACTOR:

Yunex LLC

20956 Corsair Blvd.

Hayward, CA 94545

By: _____

(Name: print or type)

Title: _____

By: _____
(Name: print or type)

Title: _____