



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT**CONTRACT SUMMARY**

Name of Contractor:	Siemens Mobility, Inc.
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Tatiana Holden, P.E., Senior Civil Engineer
Period of Performance for Contract:	June 23, 2021 – June 30, 2022
Not to Exceed Amount of Contract:	\$90,525.00 (Ninety Thousand Five Hundred Twenty Five Dollars)
Scope of Work for Contract:	Installation of Uninterrupted Power Supply Systems for Traffic Signals within the City of Calabasas (10 locations)

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

yes no - Is Auto insurance required in this contract?

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement With minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

yes no - Is Professional insurance required in this contract?

Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

yes no - Is Workers Comprehensive insurance required in this contract?

Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861.

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Siemens Mobility, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Siemens Mobility, Inc. a Delaware Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Installation of Uninterrupted Power Supply Systems for Traffic Signals within the City of Calabasas (10 locations).
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s January 2021 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s January 2021 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: June 23, 2021.
- 3.4 “Expiration Date”: June 30, 2022.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ninety Thousand Five Hundred Twenty Five Dollars (\$90,525.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Joshua Ferras shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to 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 represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

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 prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s

failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as

follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing

at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City

shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Tatiana Holden, P.E.
Senior Civil Engineer
Telephone: (818) 224-1600
Facsimile: (818) 225-7338
With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

If to Consultant:

Siemens Mobility, Inc
Attn: Anchal Bansal
9225 Bee Cave Road
Building B, Suite 201
Austin, TX 78733, USA
Telephone: (770) 598-4705

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or

1777.7 of the Labor Code.

19. PREVAILING WAGES

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code

regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Siemens Mobility, Inc.**

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
SIEMENS MOBILITY, INC

By: _____
James Bozajian, Mayor

By: _____
Michael Hutchens, Area Operations Manager

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Joshua Ferras, Service Account Manager

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

4. Understanding of Scope of Work and Work Proposal

Through multiple incarnations of this service business (SMI, Republic Electric and now Siemens Mobility Inc.) and numerous years of field and office experience in the area, our field and management personnel have developed a unique and broad perspective of the needs of the traffic signal industry in California.

With that stated, every contract is different and we strive to continually develop processes that not only comply with the requirements of the contracts that we serve, but to help fill the gaps and modify our processes as the needs for our clients evolve. Infrastructure changes, Siemens understands that and we as a company are highly adaptable to change. We have a plethora of industry specific tooling that allows us to state with 100% confidence that we will have no problem in this area.

Scope of Work and Proposal Items

Per the City's RFP:

The City of Calabasas (the City) is soliciting a Request for Proposals (RFP) from qualified electrical contractors (Contractor) to procure, install, and test uninterrupted power supply systems (UPS) for 10 traffic signals in the City of Calabasas. Although the City is open to any UPS that is available in the market and that meets the requirements of this RFP, the preference is to stay with the systems that are already installed if possible (including any newer product lines by the same supplier). Any proposed UPS shall be on the "Qualified Products List" approved by Caltrans. Currently, the City has the following systems in its network:

- Alpha FXM 1100 W/VA
- Econolite ZincBlue UPS
- Dimensions Model 24M-11WBE

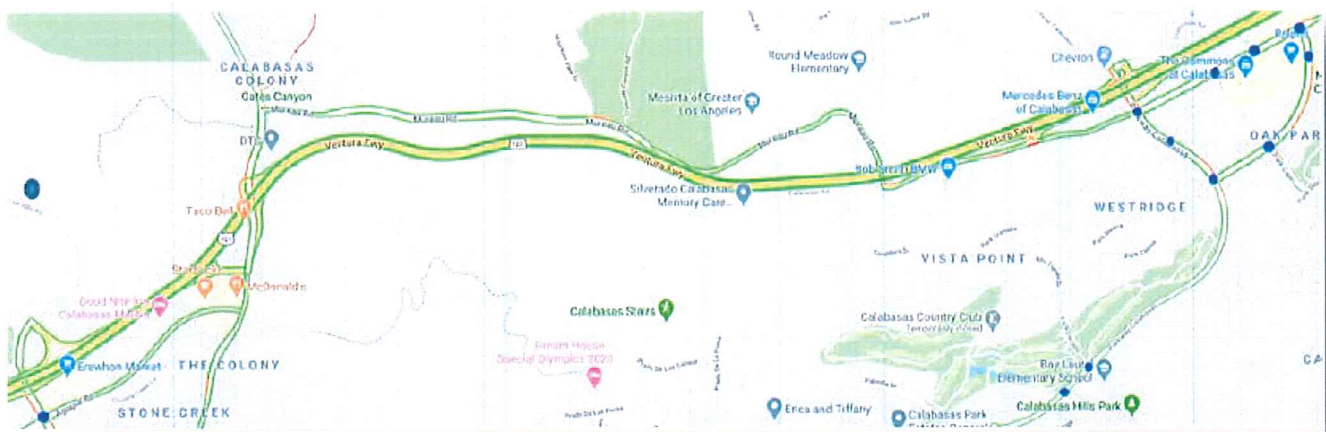
Compatibility

The UPS shall be compatible with all of the following for full phase, flash operation mode or a combination of both full and flash mode operation:

- Type 332 cabinets,
- Type 170 controllers (McCain)
- Type 2070 controllers (McCain)

The UPS shall provide a complete backup power solution for traffic signal equipment and shall ensure seamless activation of the UPS, with no interruption to the signal operation as soon as utility power is lost. The system shall also include power conditioning and a connection to the City's traffic signal system for batter level monitoring through existing communication networking to the cabinet.

BBS Installation Locations



Operations Information on the Signalized Locations

1. Agoura Rd and Lost Hills Rd – 8 phase signal, 16 3-Section heads, 2 5-Section heads and 8 ped heads. This location shall include a UPS solution that is either within the existing cabinet or in a new separate cabinet.
2. Parkway Calabasas and Calabasas Rd – 6 phase signal, 10 3-Section heads, 6 5-Section heads, 4 4- Section heads and 6 ped heads.
3. Parkway Calabasas and Park Sorrento – 5 phase signal, 10 3-Section heads, 2 5-Section heads and 2 ped heads.
4. ~~Parkway Calabasas and Park Granada – 5 phase signal, 9 3-Section heads, 4 5-Section heads and 2 4-Section heads and 6 ped heads.~~ This location shall include a UPS solution that is within the existing cabinet only. **THIS LOCATION WAS REMOVED PER ADDENDUM #1.**
5. Parkway Calabasas and Park Entrada – 4 phase signal, 13 3-Section heads and 4 ped heads. This location shall include a UPS solution that is either within the existing cabinet or in a new separate cabinet.
6. Parkway Calabasas and Paseo Primario – 4 phase signal, 11 3-Section heads, 2 5-Section heads and 2 ped heads.
7. Park Granada and Park Capri – 3 phase signal, 11 3-Sections heads and 4 ped heads. This location shall include a UPS solution that is within the existing cabinet only.
8. Park Granada and Park Sorrento – 6 phase signal, 14 3-Section heads, 2 5-Section heads and 8 ped heads.
9. Calabasas Rd and Park Granada – 6 phase signal, 11 3-Section heads, 2 5-Section heads, 2 4-Section heads and 8 ped heads.
10. Calabasas Rd and Common Ways – 6 phase signal, 8 3-Section heads, 2 5-Section heads, 4 4-Section heads and 6 ped heads.
11. Calabasas Rd and Civic Center Way – 5 phase signal, 13 3-Section heads, 1 4-Section head and 4 ped heads.

Siemens will recommend the operating performance and battery required for the proposed UPS based on the above number of signal equipment for each intersection in the absence of utility power and the location requirements. If desired, Siemens can propose more than one system in the proposal – one system with one price and another system with another set of prices. Note that the City will consider a combination of UPS or UPS types (internal or external) for its 10 locations but has a preference for one system brand. The UPS will be provided with a minimum 2-year on-site warranty. Pricing will include all installation of the UPS including, but not limited to, new conduits, concrete, and landscaping repair to perform the indented operation and system selected. Existing trees, bushes, or shrubs shall not be removed without approval from the City.

Siemens will have the knowledge and experience working with the proposed UPS. In addition, Siemens will be required to have qualified traffic technicians assigned to this project who possess experience with traffic signal, UPS installation, traffic signal communication (Ethernet switches (Cisco and Etherwan) and wireless interconnect) and other electrical devices.

Our Approach

Our approach is simple; we work diligently with our cities to develop and evolve the systems of communication and to hone in on their needs as a customer. It is always the goal of Siemens Mobility Inc. to structure our service around each individual Customer's needs. We understand that throughout the term of a contract of this type, those needs may change so we approach all of our contracts with the same simple vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. This is an ever-evolving process and that is why we believe that the only successful route is through establishing these common goals. Our methodology and a commitment to service will be applied to every aspect of our services for the City of Calabasas and we strive to continually evolve this concept.

What Sets Us Apart

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

Communication and Teamwork

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

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

Siemens recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. We have developed an in-house suite of applications that represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.



Vehicles & Equipment

Siemens owns and operates approximately 100 service vehicles of various types and sizes in the State of California, the bulk of which are in Southern California. All technicians are assigned vehicles which are taken home daily to ensure rapid response in case of emergency. To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are OSHA approved, inspected, and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. In addition to bucket trucks, Siemens also owns many construction vehicles such as: towable arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many other items for maintenance and construction. The list below shows our fleet in Southern California.

Siemens Vehicles and Equipment

Type of Equipment	Make of Equipment	Model	Year	Condition of Equipment	Operational/ Non Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
45' Bucket Truck	Ford	F550 SD	2019	New	Operational
45' Bucket Truck	Dodge	Ram 5500	2019	New	Operational
38' Bucket Truck	Ford	F450 SD	2019	New	Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
42' Bucket Truck	Ford	F550 SD	2019	New	Operational
Contractor Body	Ford	F550 SD	2019	New	Operational
Contractor Body	Ford	F350 SD	2019	New	Operational
Supervisor Truck	Ford	F150	2019	New	Operational
Supervisor Truck	Ford	F150	2019	New	Operational
Tech Van	Ford	Transit Connect Van	2019	New	Operational
Tech Van	Ford	Transit Connect Van	2019	New	Operational
Tech Van	Ford	Transit Connect Van	2019	New	Operational
Contractor Body	Ford	F350 SD	2018	New	Operational
Contractor Body	Ford	F250 SD	2018	New	Operational
Survey Vehicle	Toyota	Prius	2018	New	Operational
USA Truck	Chevrolet	Colorado	2018	New	Operational
Call Box Truck	Ford	F250 SD	2018	New	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Dodge	Ram 5500	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
42' Bucket Truck	Dodge	Ram 5500	2017	Good	Operational
42' Bucket Truck	Ford	F550 SD	2017	Good	Operational
42' Bucket Truck	Ford	F550 SD	2017	Good	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
45' Bucket Truck	Ford	F550 SD	2017	Excellent	Operational
Contractor Body	Ford	F550 SD	2017	Excellent	Operational
Delivery Truck	Ford	F550 SD	2017	Excellent	Operational
USA Truck	Chevrolet	Colorado	2017	Excellent	Operational
38' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2016	Excellent	Operational

Siemens Vehicles and Equipment

Type of Equipment	Make of Equipment	Model	Year	Condition of Equipment	Operational/ Non Operational
42' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
42' Bucket Truck	Dodge	Ram 5500	2016	Excellent	Operational
42' Bucket Truck	Dodge	Ram 5500	2016	Excellent	Operational
42' Bucket Truck	Dodge	Ram 5500	2016	Excellent	Operational
42' Bucket Truck	Ford	F550 SD	2016	Excellent	Operational
45' Bucket Truck	Dodge	Ram 5500	2016	Excellent	Operational
45' Bucket Truck	Dodge	Ram 5500	2016	Excellent	Operational
Dump Truck (3 YD)	Ford	F550 SD	2016	Excellent	Operational
38' Bucket Truck	Ford	F450 SD	2015	Good	Operational
38' Bucket Truck	Dodge	Ram 5500	2015	Good	Operational
42' Bucket Truck	Dodge	Ram 5500	2015	Good	Operational
Crane Truck	Freightliner	108SD		Good	Operational
Crane Truck	Freightliner	108SD		Good	Operational
Supervisor Truck	Dodge	Ram 1500		Good	Operational
Arrow Board (Towable)	Wanco	Wanco Arrow Board Trailer		Excellent	Operational
Arrow Board (Towable)	Wanco	Wanco Arrow Board Trailer		Excellent	Operational
Arrow Board (Towable)	Wanco	Wanco Arrow Board Trailer		Excellent	Operational
Arrow Board (Towable)	Wanco	Wanco Arrow Board Trailer		Excellent	Operational
Arrow Board (Towable)	Wanco	Wanco Arrow Board Trailer		Excellent	Operational
Fiber Van	Ford	Econoline E350SD Cargo Van		Good	Operational
Contractor Body	Ford	F450 SD		Good	Operational
Contractor Body	Ford	F550 SD		Good	Operational
Contractor Body	Ford	F550 SD		Good	Operational
Air Compressor (Towable)	Kaeser	Kaeser M50 Air Compressor		Good	Operational
Contractor Body	Ford	F550 SD		Good	Operational
Utility Trailer	Misc. Equipment	Tender Trailer		Good	Operational
Towable Hot Melt Machine	Cimline	Magma Loop Sealing Machine		Good	Operational
Vac Trailer 800 Gal	Ditch Witch	Ditch Witch 800gal Vacuum		Good	Operational
Air Compressor (Towable)	Airman	Airman DP Air Compressor		Good	Operational
Air Compressor (Towable)	Airman	Airman DP Air Compressor		Good	Operational
Air Compressor (Towable)	Sullair	Sullair Trailer Mounted Compressor		Good	Operational
Air Compressor (Towable)	Sullair	Sullair Trailer Mounted Compressor		Good	Operational
Utility Trailer	Misc. Equipment	Carrier Trailer		Good	Operational
Air Compressor (Towable)	Sullair	Sullair DP Air Compressor		Good	Operational
Arrow Board (Towable)	Solar Tech	Solar Tech 25 Lamp SP Arrowboard		Good	Operational
Fork Lift	Toyota	7FGC 3500lb Cap Forklift		Good	Operational
Dump Truck (3 YD)	Ford	F550 SD		Good	Operational
Air Compressor (Towable)	Ingersoll Rand	Ingersoll Rand DP Air Compressor		Good	Operational
Fork lift	Hyster	Hyster S50XM Forklift		Good	Operational
Fork Lift	Hyster	Hyster S50XM Forklift		Good	Operational
Crane Truck	Ford	F750		Good	Operational
Dump Truck (5 YD)	GMC	C7500 Topkick		Good	Operational
Towable Hot Melt Machine	Crafco	Towable Hot Melt Machine		Fair	Operational
Wire/Cable Trailer	Misc. Equipment	Tandem Axle Wire Trailer		Fair	Operational
Arrow Board (Towable)	Allmand	Allmand 25 Lamp SP Arrowboard		Fair	Operational
Wire/Cable Trailer	Misc. Equipment	Carrier SPCNS Trailer		Good	Operational



Why Clary? Executive Summary

- Proven supplier of UPS systems to the US traffic signal market for the past 22 years, with a large installed base in Southern California. Our experience and expertise lead to low-risk project implementation for our customers.
 - Reference agencies include Los Angeles County, City of Los Angeles, Santa Barbara County, Carpinteria, Moorpark, West Hollywood, Rancho Cucamonga and 40 other cities within Southern California. We strongly encourage the City to call our references!
- The only Real-Time, On-line, Digital, Fully Power Factor Corrected Dual Conversion UPS system available. This technology continuously provides conditioned power to the cabinet, cleaning up all power anomalies before they reach in-cabinet electronics.
 - Maximizes life of electronic equipment, decreasing the total cost of ownership
- Broad product range provides flexibility to address various cabinets including Model 332.
 - Over 10 UPS options including the Model 1250LX/N-48 on the Caltrans QPL
 - Lithium and AGM lead acid battery options
 - Slide out and swing out battery shelf options for ease of access (No external cabinet required!)
- Proudly made in the USA - Monrovia CA. All design, engineering, and manufacturing is based in CA. In the unlikely event that post-installation support is required, the experts are local!

Calabasas Project Understanding

We understand that the City has a broad range of solution requirements for the UPS use at ten signalized intersections. These requirements, which Clary meets, include: 1) An approach to address each of the 10 different cabinets; 2) Relevant experience with similar work scope and references; 3) 5-year product warranty; 4) Product on the Caltrans QPL; 5) Ability to connect with the City's traffic signal system; 6) Long UPS run time; and various other requirements as documented in the RFP.

Project Approach Using Clary Technology

The Clary UPS technology is described in more detail below. With over 10 different UPS units to choose from, Clary offers unmatched flexibility to address various cabinet types based on space available. Coupled with slide out and swing out shelf options, Clary systems will be used in each of the 10 cabinets with either no additional cabinets required or with space saving top of cabinet enclosure. **The Clary 1250LX/N-48 UPS is on the Caltrans QPL**, and the other Clary systems utilize comparable technology. Most of the systems work with cost effective lead acid AGM batteries which have a proven track record of safety, reliability, and long run times in the traffic signal industry. In addition, the lead acid batteries can be recycled. Clary's newer UPS model, the SP1400LT, works with AGM or **Lithium batteries** if the City prefers that battery technology (additional costs pay apply for this system). Clary offers its RemoteView software at no cost, enabling connectivity to standards-based traffic signal systems.

The Clary Technology

All of Clary's UPS systems are digital processor-controlled on-line double conversion systems. This technology offers the most comprehensive power protection and power conditioning for your traffic equipment. The Clary systems eliminate all power anomalies coming through the utility line since 100% of the load flows through the inverter 100% of the time to isolate and protect all your traffic control equipment with **zero transfer time**. A typical Line-interactive UPS can cause

underlying power issues and create havoc in your traffic cabinet by “boosting” noise and harmonic distortion on the line power with transferring times up to 90ms that can throw a signal in flash. Clary UPS, on the other hand, completely isolates the incoming power to your equipment to clean the utility power. Doing this provides the best protection available today for your traffic equipment. It prolongs the life of your signal equipment while eliminating unnecessary technician calls.

Clary typically uses Outpost sealed lead acid batteries which are built using an advanced absorbed glass mat (AGM) construction. These batteries are designed for deep cycle, extreme temperature applications. The result is a highly reliable, non-spillable, maintenance-free battery. The battery harness connectors are epoxy coated to the battery terminals for the safety of your technicians. These batteries have been used by the US military for over 30 years and for over 22 years in traffic signal cabinet installations with great success. Clary battery life has proven to last between 7-9 years for most agencies (with a few lasting well over 10 years!) Clary provides a variety of battery sizes to fit an agency’s run time requirements. The smallest battery for the Clary 1250LX 48V system is the 41-amp hour which provides as much as **4.3 hours of full signal operation runtime**. Increasing the battery size to an 80-amp hour **will provide up to 9 hours of full signal operation runtime**. Clary now has the option of providing Lithium batteries with the new SP1400LT Clary UPS. The Clary SP1400LT *is the smallest UPS system available in the industry* with the complete system taking one cubic foot of space, negating the need for any external cabinet due to its small and compact size. The lithium battery system provides approximately **2.5 hours of full operation runtime**. Clary UPS systems allow you to program and adjust the amount of full operation runtime and can transfer you to red flash to give you even greater flexibility. It is very important to keep UPS systems running during prolonged outages due to Edison outages. All the Clary systems can easily accept standard maintenance free sealed lead acid AGM batteries available from multiple battery manufacturers. The SP1400LT Clary system can use either Lithium batteries, or AGM batteries to achieve a longer run time. Clary can also accept any generator source of power and can clean it to 120V and keep an entire intersection running full operation if needed.

The Clary systems are available with SNMP communications that meet all the latest networking security protocols. In addition, Clary offers a free management software called RemoteView that allows for monitoring up to 1000 installations. With this software an agency can **monitor their Clary UPS system remotely, perform diagnostics and set alarms**. Clary can also provide, at no cost, the necessary MIB files to incorporate into existing traffic signal management systems.

Installation of Clary UPS systems are simple. The only hardware connections necessary are at the bypass switch. The systems are plug and play from that point on. The Clary system can easily be installed in 332 cabinets with the 1250LX rack-mounted and the batteries placed in an easy access tray or swingout box. The Clary system can be completely installed in a couple of hours.

There are numerous cabinets used in the traffic industry and Clary recognizes that a single BBS cabinet solution is not practical. Clary offers side-mount and freestanding cabinets but also makes the *industry’s only 332 top mount battery cabinet*. To use the space in a 332 cabinet, Clary offers an in-cabinet solution with the *industry’s only swing out battery box that allows the UPS batteries to be in the controller cabinet without taking up critical space*.

Conclusion

Clary offers more than 10 different UPS models made specifically for applications in the traffic market because one product cannot satisfy the range of needs of the industry. Clary makes UPS systems that will work in virtually any cabinet, whether it is for a signal or ITS application. In addition, Clary manufactures UPS systems from 560VA to 4KVA, meaning they can support signal cabinets, HUB cabinets, Digital messaging signs and other ITS and smart traffic applications.

Clary UPS systems have been installed in thousands of traffic signal cabinets for over 22 years with our first Southern California installation in 1999. With Clary’s 22-year reputation in traffic signal cabinets, customers have the comfort of knowing their UPS investment will have utility and support long past the warranty. There are numerous UPS/BBS products available in the traffic industry but none with the history, technology, and expertise to solve the City of Calabasas power needs like Clary.

Recommended equipment per intersection:

Calabasas Intersection Locations

1. Agoura Rd and Lost Hills Rd – 8 phase signal, 16 3-Section heads, 2 5-Section heads and 8 ped heads. *This location shall include a UPS solution that is either within the existing cabinet or in a new separate cabinet.*
 - Clary System Recommended: 1250LX 48V with Clary top mount cabinet to hold 4 - 41AH batteries, approx. 4 hours of full signal operation runtime
2. Parkway Calabasas and Calabasas Rd – 6 phase signal, 10 3-Section heads, 6 5-Section heads, 4 4-Section heads and 6 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary top mount cabinet to hold 4 - 41AH batteries, approx. 4.5 hours of full signal operation runtime
3. Parkway Calabasas and Park Sorrento – 5 phase signal, 10 3-Section heads, 2 5-Section heads and 2 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 5 hours of full signal operation runtime
4. ~~Parkway Calabasas and Park Granada – 5 phase signal, 9 3-Section heads, 4 5-Section heads and 2 4-Section heads and 6 ped heads~~ **REMOVED PER ADDENDUM #1**
5. Parkway Calabasas and Park Entrada – 4 phase signal, 13 3-Section heads and 4 ped heads. *This location shall include a UPS solution that is either within the existing cabinet or in a new separate cabinet.*
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 5 hours of full signal operation runtime
6. Parkway Calabasas and Paseo Primario – 4 phase signal, 11 3-Section heads, 2 5-Section heads and 2 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 5 hours of full signal operation runtime
7. Park Granada and Park Capri – 3 phase signal, 11 3-Sections heads and 4 ped heads. *This location shall include a UPS solution that is within the existing cabinet only.*
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 5.5 hours of full signal operation runtime
8. Park Granada and Park Sorrento – 6 phase signal, 14 3-Section heads, 2 5-Section heads and 8 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 4.5 hours of full signal operation runtime
9. Calabasas Rd and Park Granada – 6 phase signal, 11 3-Section heads, 2 5-Section heads, 2 4-Section heads and 8 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary top mount cabinet to hold 4 - 41AH batteries, approx. 4.5 hours of full signal operation runtime
10. Calabasas Rd and Common Ways – 6 phase signal, 8 3-Section heads, 2 5-Section heads, 4 4-Section heads and 6 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 4.5 hours of full signal operation runtime
11. Calabasas Rd and Civic Center Way – 5 phase signal, 13 3-Section heads, 1 4-Section head and 4 ped heads.
 - Clary System Recommended: 1250LX 48V with Clary battery tray or swing out box to hold 4 - 41AH batteries, approx. 5 hours of full signal operation runtime

EXHIBIT B
APPROVED FEE SCHEDULE



CITY of CALABASAS

PROPOSED PRICING

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the Agreement, except that appropriate additions or deductions from the Agreement total price will be made at the stipulated unit price in accordance with these Agreement Documents.

The AGENCY reserves the right to reject any and all proposals, to waive any informality in a proposal, and to make awards in the interest of the AGENCY.

The CONTRACTOR shall be responsible for verifying all item quantities required to complete the project as required to meet the intended uninterrupted power supply operation. The CONTRACTOR shall also be responsible for listing the items that are not on the "Proposed Pricing" table but are required to complete the work as shown on the plans and are indicated in this RFP document. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Agreement Documents, including addenda, to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Agreement Documents.

The CONTRACTOR shall be responsible for calculating and providing totals for the Proposed Pricing. The proposal schedule shall include all costs for labor, services, material, equipment, installation and other incidentals associated with completing the work in place per this RFP, standards, specifications, and details.

PROPOSED PRICING

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	ITEM TOTAL
1.0	<i>TRAFFIC SIGNAL UNINTERUPTED POWER SUPPLY</i>				



CITY of CALABASAS

1.1	Furnish and install Uninterrupted Power Supply for the intersection of Agoura Rd and Lost Hills Rd	1	LS	\$9,895.00	\$9,895.00
1.2	Furnish and install Uninterrupted Power Supply for the intersection of Parkway Calabasas and Calabasas Rd	1	LS	\$9,895.00	\$9,895.00
1.3	Furnish and install Uninterrupted Power Supply for the intersection of Parkway Calabasas and Park Sorrento	1	LS	\$7,325.00	\$7,325.00
1.4	Furnish and install Uninterrupted Power Supply for the intersection of Parkway Calabasas and Park Granada	1	LS	Removed per Addendum #1	
1.5	Furnish and install Uninterrupted Power Supply for the intersection of Parkway Calabasas and Park Entrada	1	LS	\$7,325.00	\$7,325.00
1.6	Furnish and install Uninterrupted Power Supply for the intersection of Parkway Calabasas and Paseo Primario	1	LS	\$7,325.00	\$7,325.00
1.7	Furnish and install Uninterrupted Power Supply for the intersection of Park Granada and Park Capri	1	LS	\$7,325.00	\$7,325.00
1.8	Furnish and install Uninterrupted Power Supply for the intersection of Park Granada and Park Sorrento	1	LS	\$7,325.00	\$7,325.00
1.9	Furnish and install Uninterrupted Power Supply for the intersection of Calabasas Rd and Park Granada	1	LS	\$9,895.00	\$9,895.00
1.10	Furnish and install Uninterrupted Power Supply for the intersection of Calabasas Rd and Common Ways	1	LS	\$7,325.00	\$7,325.00
1.11	Furnish and install Uninterrupted Power Supply for the intersection of Calabasas Rd and Civic Center Way	1	LS	\$7,325.00	\$7,325.00
TRAFFIC SIGNAL ININTERRUPTED POWER SUPPLY SUBTOTAL					\$80,960.00
2.0 WORKSITE TRAFFIC CONTROL AND MOBILIZATION					
2.1	Mobilization, including NPDES	1	LS	\$600.00	\$600.00
2.2	Traffic Control and Temporary Signal & Lighting	1	LS	\$735.00	\$735.00
WORKSITE TRAFFIC CONTROL SUBTOTAL					\$1,335.00
TOTAL					\$82,295.00

Clary has many solutions in unit configurations, battery types (AGM and Lithium) and run times that can be increased. The solution being proposed is the most cost effective and meets all of your requirements. If the city wishes to use Lithium batteries, get a longer run time, be able to use generator power, or have a more compact Clary UPS inverter that is not on the Cal-Trans QPL yet, then we can provide revised pricing to accommodate these changes, if selected.

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this __ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)