

Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391 Tel (209) 831-2300 • Fax (209) 831-5610 www.mhcsd.com

CONTRACTOR AGREEMENT

CONTRACT ID # 00098

DATE: July 9, 2013

PARTIES:

MHCSD:

Mountain House

Community Services District 230 S. Sterling Dr, Ste 100 Mountain House, CA 95391

CONTRACTOR:

Siemens

1266 N. La Loma Circle Anaheim, CA 92806

The Parties agree as follows:

1. Priority of Documents

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONTRACTOR'S Proposal dated June 10, 2013.

2. Scope of Professional Services:

CONTRACTOR agrees to provide on call Traffic Signal Maintenance, per Scope of Service attached.

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until June 30, 2014, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. <u>Compensation:</u>

The compensation shall not exceed the amount of \$35,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

5. <u>Invoicing:</u>

CONTRACTOR shall submit one original and one copy of each invoice to the MHCSD, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Payments will be made against invoices as submitted.

6. CONTRACTOR's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONTRACTOR shall perform the CONTRACTOR's work in accordance with currently approved methods and standards of practice in the CONTRACTOR's professional specialty. A copy of CONTRACTOR's current business license shall be provided to MHCSD. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

7. <u>Assignments:</u>

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non-Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to MHCSD. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. <u>Indemnification:</u>

The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT its officers, agents, employees and volunteers for any and all liability to the extent caused by the negligence, recklessness or willful wrongful act of the CONTRACTOR arising out of the performance of this agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto, with set-off due to the Contractor's rights, if any to apportionment between joint tortfeasors. This indemnity obligation extends to CONTRACTOR's proportionate share of liability resulting from all negligent, reckless or willfully wrongful acts, errors or omissions, and active and/or passive negligence by the CONTRACTOR and excludes the negligence, recklessness or willful wrongful acts of MHCSD.

10. Insurance:

CONTRACTOR if required to work on MHCSD property during the contract period, shall submit proof of insurance to MHCSD showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCSD, ten (10) days notice if cancellation is due to nonpayment of premium.

CONTRACTOR agrees that CONTRACTOR is responsible to insure that the requirements set forth in this article/paragraph are also be met by CONTRACTOR'S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the MHCSD.

General Liability Limits

2.	/Aggregate Personal Injury/Aggregate	\$1,000,000 \$1,000,000
3.	Professional Liabilities	\$1,000,000

Workers' Compensation and Employer's Liability

BI & PD combined/per occurrence

Statutory requirement

\$1,000,000

11. <u>Discrimination:</u>

1.

CONTRACTOR shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

12. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on Page 1.

13. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCSD may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCSD may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

14. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire MHCSD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSD. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

15. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

17. Compliance:

CONTRACTOR shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore,

CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

18. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

19. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONTRACTOR for MHCSD, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

20. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONTRACTOR have executed this Agreement on the day and year first written above.

Contractor	
Siemens	Mountain House
1266 N. La Loma Circle	Community Services District,
Anaheim, CA 92806	a political subdivision of
,	the State of California
By: Contractor And Manager	By: Janice L. McClintock General Manager
Date: 1014 3, 2013	Date: 7-9-13

SCOPE OF WORK FOR THE MAINTENANCE OF TRAFFIC SIGNALS

This Scope of Work is for the performance by the CONTRACTOR, of designated services in connection with the maintenance and repair of existing traffic signals and illuminated crosswalks.

1.	This Scope of	Work shal	l also (consist	of the	following	documents,	which	are a	attached	hereto	as !	Exhibits
	A and B.												

Exhibit A	Traffic Signal Inventory List
Exhibit B	.Illuminated Crosswalk Systems

- 2. CONTRACTOR agrees to furnish all labor, material and equipment to perform all work necessary to maintain traffic signal facilities and Illuminated Crosswalk Systems within the jurisdiction of the MHCSD, all in accordance with the terms herein. CONTRACTOR is to do all such work and provide such material, as an independent contractor, subject to inspection and approval by the MHCSD, or any other agent designated by the MHCSD. Any extra work requested by MHCSD Police and Fire must be approved by MHCSD except in the case of emergency.
 - a. Traffic Signal Facilities shall be defined as but not limited to the following: Traffic Signal Cabinets, Battery Back-up System Cabinets, Utility Service Cabinets (providing power to the traffic Signal System), and all components contained therein; Traffic Signal vehicular detection systems such as Inductance Loops, Video Detection cameras and mountings; Safety Street Light System where traffic signals are existing; Internally Illuminated Street Name Signs (IISNS) and Mountings, Emergency Vehicle Preemption Systems (Opticom); Traffic Signal Poles and Mast-arms, Traffic Signal and Pedestrian Signal fixtures and assemblies, roadway fixtures wiring and pull boxes, safety lighting, pedestrian push button assemblies and pedestrian pressure detection system.
 - b. All Emergency After Hours repairs need to be reported to the MHCSD the following business day.
- 3. CONTRACTOR agrees to the following preventative maintenance (After each routine visit, provide a report to the MHCSD Representative of any observances, emergency repairs or concerns with each intersection.)

Monthly Routine Maintenance

- Visually inspect, clean/vacuum as necessary, controller and cabinet for proper operation.
- Visually inspect all vehicular signal heads to confirm their alignment in the direction programmed, and their visibility to motorist approaching the intersection from a point 275-foot away, and replace outages found. Labor, material and equipment costs for the repair of signal head outages will be reimbursed by the MHCSD.
- Visually inspect all pedestrian signals and pedestrian push button assemblies for proper operation and replace outages found. Labor, material and equipment costs for the repair of pedestrian heads and push button assemblies will be reimbursed by the MHCSD.
- Visually inspect IISNS and brackets to verify that panels are intact and are visibly oriented toward approaching traffic.
- Inspect, vacuum BBS Cabinet, battery terminals for corrosion, and test battery back up system.
- Visually inspect signs and sign brackets on traffic signal mast arms and repair/re-attach as necessary.

- Check load switches for proper operation and replace as necessary. Labor, material and equipment costs for the replacement of load switches will be reimbursed by the MHCSD.
- Check relays for proper operation and replace as necessary. Labor, material and equipment costs for the replacement of relays will be reimbursed by the MHCSD.
- Visually check video detection system to visually confirm alignment of video detection cameras on the signal Mast-arms, and ability to detect vehicle presence and provide, in programmed sequence per approved phase diagram, an indication to proceed.
- Visually check Advance Inductance Loops in the controller to visually confirm the detection of vehicle presence and provide.
- Visually check Emergency Vehicle Pre-Emption System by pre-empting the signal from all approaches using a vehicle equipped with an approved transmitter. Pre-emption shall occur at a point a minimum of 1000-feet from the intersection.
- Visually check for bent visors and back-plates and loose bolts attaching IISNS Signs, signal heads, and signs to traffic signal mast-arms and traffic signal poles.
- Reset Communications modems.(Not Applicable-Signal not interconnected)
- Visually confirm luminaires atop the traffic signal poles (Safety Lights) are operating and the PEC Cell is turning the luminaire on at Dusk.
- Check BBS, Service Pedestals, and traffic Signal cabinets' exterior surfaces, clean and remove any Graffiti as necessary.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the monthly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

3-Month (Quarterly) Routine Maintenance (in addition to monthly)

- Check pedestrian signals actuate each pedestrian push button,
- Check the traffic Signal Controller time setting and compare with existing traffic signal controller timing sheets provided by MHCSD.
- Visually inspect roadway along Advance Inductance loop detectors for possible exposed wires, cracks and potholes. Report if repair is needed.
- Check detector amplifiers and tune or replace if needed to assure that they are working properly. Labor, material and equipment costs for the replacement of detector amplifiers will be reimbursed by the MHCSD.
- Check video detection system with a Lap-top to assure proper camera alignment and ability to detect approaching vehicles in the presence mode.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Quarterly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

6-Month (Bi-Annual) Routine Maintenance (in addition to monthly and 3-month)

- Check controller cabinet filter and replace as necessary. Labor, material and equipment costs for the replacement of filter will be reimbursed by the MHCSD.
- Check ground rod clamp and wire.
- Check wire schematics and records to make sure they are in the cabinet.
- Check operation of the fan.

- Check BBS battery voltage/amp output, load test battery, and test charging system (ensure BBS system can operate in battery mode for at least 2 hours)
- Check operation of ground fault receptacle.
- Measure voltage at service inputs in cabinet and record.
- Visually check integrity of splices in pull boxes and that there is no retention of water within the box.
- Visually check for wear and function on controllers.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Bi-Annual inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

12-Month (Yearly) Routine Maintenance (in addition to monthly, quarterly and bi-annual)

- Clean and polish all lenses and reflectors on signal heads, pedestrian heads, luminaires on traffic signal poles and re-lamp intersection (Safety) luminaires every year.
- Vacuum and clean BBS, Service Pedestal, and traffic signal controller cabinets and their contents.
- Replace cabinet filter and replace as necessary. Labor, material and equipment costs for the replacement of filter will be reimbursed by the MHCSD.
- Check weatherproof gasket seal on BBS, Service Pedestal, and traffic signal cabinets.
- Check for water accumulation and duct sealant in all traffic Signal and Communication Pull Boxes/vaults within the Traffic Signalized intersection.
- Lubricate hinges and lock on BBS, Service Pedestal, and traffic signal cabinets.
- Check indicator lamps in BBS, Service Pedestal, and traffic signal cabinets.
- Check all connectors in BBS, Service Pedestal, and traffic signal
- Check detector extensions.
- Perform conflict monitor test.
- Clean and service battery back-up system, Check Batteries for charge retention and battery terminals for corrosion and cable clamps at terminals are set and properly secured.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Yearly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

Lighted Crosswalk (monthly inspection)

a. Lighted (Illuminated) Crosswalk Systems Facilities shall be defined as but not limited to the following: all components contained therein; Pedestrian detection systems such as Pressure Plates; Pedestrian Signal fixtures and assemblies, roadway fixtures, wiring and pull boxes.

Monthly Routine Maintenance

- Visually inspect, clean/vacuum as necessary, controller and cabinet for proper operation.
- Visually inspect all in roadway fixtures to confirm their operation, alignment in the direction programmed, and their visibility to motorist approaching the illuminated crosswalk from a point 275-foot away, and replace any lamps and/or fixtures found to be not operating or damaged. Labor, material and equipment costs for the repair/replacement of outages or damage will be reimbursed by the MHCSD.
 - Visually inspect signs and sign brackets on existing poles for alignment, condition, reflectivity and graffiti
 - Check and physically activate pedestrian pushbuttons and/or pedestrian pressure plates to assure proper detection of pedestrians and activation of the crosswalk warning lights and signs.

- Check crossing time with a stop watch to assure that pedestrian crossing time and flashing intervals are adequate and conforms to the programming inputted.
- Inspect any LED advance warning signs for damage or non functioning LED's.
- 4. CONTRACTOR agrees to have a licensed professional engineer personnel on staff and available to respond to traffic signal related design and malfunction consultation.
- 5. CONTRACTOR shall inform the CSD of any observation by the maintenance crew that will need further action such as safety issues and non routine repairs.
 - a. Any repair over \$1000 will need to have a proposal submitted to the CSD for approval prior to start of repair.
- 6. CONTRACTOR agrees to have service personnel available 24 hours per day to respond to traffic signal and controller trouble calls. Response time will be within one hour during regular business hours and 2 hours after regular business hours and weekends. In the event of multiple calls, each will be serviced on a priority basis. The MHCSD will provide CONTRACTOR with a priority list. This priority list will constitute authorization from the MHCSD to CONTRACTOR to leave an intersection of a non-priority status to respond to a priority intersection.
- 7. CONTRACTOR agrees to provide response service 24 hours per day for repair of traffic signal related equipment and appurtenances, such as street name signs on traffic signal poles, pedestrian and traffic signals, controllers, flashing beacons and detector devices which CONTRACTOR may be called upon from time to time by the MHCSD to repair, replace or refurbish. However, it is understood that any work in excess of One Thousand Dollars (\$1,000) will not be performed without prior verbal or written approval from the MHCSD.

All repair/replacement material and workmanship shall be in accordance to the latest MHCSD Standards, Specifications and Details. The MHCSD reserves the right to request a Lump Sum or Time and Material rates.

List
Inventory
Signal
Traffic
Exhibit A-

٤		PAULUICA- LIC	LIGHT STRING THE THE STREET			2 Wow
byrc	Byron/ Henderson				- 1	3 way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope Solo Pro/	Eagle 2070 ATC	MMU-16E	Dimensions	
		Mini Hub TS2				
Byr	Byron/Moutnain House Parl	arkway				3 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope Solo Pro/	Eagle 2070 ATC	MMU-16E	Dimensions	
		Mini Hub TS2				
M	Mountain House Parkway/Mascot	Jascot				3 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope 2004	Eagle 2070 ATC	MMU-16E	Meyers	
Mou	Mountain House Parkway/G	y/Grant Line				4 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope Solo Pro/	Eagle 2070 ATC	MMU-16E	Meyers	
		Mini Hub TS2				
Mou	Mountain House Parkway/V	y/Von Sosten				3 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope Solo Pro/	Eagle 2070 ATC	MMU-16E	Meyers	
		Mini Hub TS2				
Mor	Mountain House Parkway/ 4	y/ Arnaudo				3 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Iteris	Advantage	Eagle 2070 ATC	MMU-16E	Dimensions	
De ∠	De Anza/Arnaudo					4 Way
	Video Detection	Model	Cabinet	Controler	BBS	
	Econolite	Autoscope 2004	Eagle 2070 ATC	MMU-16E	Dimensions	
Mas	Mascot/De Anza					4 Way
	Video Detection	Model	<u>Cabinet</u>	Controler	BBS	
	Econolite	Autoscope 2004	Eagle 2070 ATC	MMU-16E	Meyers	
Arn	Arnaudo/Central Parkway				1	4 Way
	Video Detection	Model	<u>Cabinet</u>	Controler	BBS	
	Econolite	Autoscope Solo Pro/	Eagle 2070 ATC	MMU-16E	Dimensions	
		Mini Hub TS2				

EXHIBIT B

ILLUMINATED CROSSWALK LIST

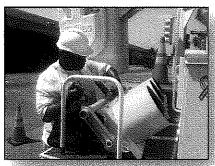
As of June 2010

i.	Main Street at Estes near the entrance to the Creek
2.	Central Parkway near the North entrance of Central Community Park
3.	·
4.	

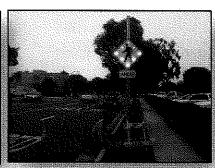
SIEMENS

Local Government Solutions

Helping our Communities become Vibrant, Growing, and Green







Request for Proposal Traffic Signal Maintenance

Prepared Specifically For: Mountain House Community Services District

June 10, 2013

RECO

JUN102013PH1:17

MICSO

June 10, 2013

Mountain House Community Services District 230. Sterling Drive, Suite 100 Mountain House, CA 95391 ATTN: Harpal Singh

RE: Response to RFP for Traffic Signal Maintenance Bid

Siemens Industry, Inc. welcomes the opportunity to submit this proposal for Traffic Signal Maintenance Services and Repairs. The prices and terms stated will remain in effect for one hundred twenty (120) calendar days from the date of submission, June 10, 2013.

We are a California licensed and bonded Class A, B, C-10, C-16 and C-20 contractor (CA License #758796). Siemens Federal Tax ID: 13-2762488.

Siemens has a long history and experience providing traffic signal maintenance services for its customers throughout the United States. For more than 150 years, Siemens has been a powerhouse of technology and innovation. Our company specializes in construction and maintenance of traffic signals, streetlights and associated equipment. Siemens national staff of more than 320 employees includes an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA and numerous industry manufacturer and systems certifications.

I will be the person authorized to represent the firm. My information is as follows:

Elizabeth Aebly Business Development Specialist 1266 N. La Loma Circle, Anaheim, CA 92806 Tel: (714)630-2100

Cell: (714) 351-7734 Elizabeth.Aebly@Siemens.com

Siemens takes pride in providing complete solutions to all traffic signal maintenance projects. Knowledgeable and qualified personnel, fast response times and innovation in the traffic signal and streetlight business are priorities of our organization. This is highlighted by our broad experience, outstanding field staff, and our commitment to providing exceptional customer service.

Respectfully,

Elizabeth Aebly

Business Development

Company Overview

Siemens is a global powerhouse in electronics and electrical engineering, operating in the fields of industry, energy, healthcare, and providing infrastructure solutions, primarily for cities and metropolitan areas.

Founded more than 150 years ago, Siemens stands for technological excellence, innovation, quality, and reliability. The company is the world's largest provider of environmental technologies and holds the answers to the challenges of growing global population, urbanization, climate change, and resource conservation. Siemens employs over 400,000 individuals globally and our worldwide revenues exceed \$100 billion dollars annually.

Siemens is a leader in the Intelligent Traffic Solutions market throughout the United States. Here at Siemens, we are dedicated to the partnership and development of intelligent, economical, and integrated solutions that will increase the quality of life in your District. With the most comprehensive portfolio of integrated transportation products, parking management solutions and service, Siemens keeps America moving.

We provide intelligent solutions for the improvement of mobility, safety, and environmental protection in road traffics. The range of services includes energy-efficient LED signals, scalable traffic computers, entire traffic control centers, and even satellite-based toll systems for intercity traffic. Siemens is focused on delivering what cities need most today, safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the community and its citizens.

Experience

We have exceptional experience, well-positioned infrastructure, strategic business-to-business relationships and unparalleled expertise. These qualifications strongly support our ability to safely, efficiently, and cost-effectively provide transportation engineering services and street light maintenance and retrofit services. We pride ourselves in providing complete turnkey solutions to traffic signal and streetlight maintenance and related improvement projects. Personal customer service, rapid time, innovation, experienced and qualified personnel in the streetlight and traffic signal business are our greatest priorities.

Siemens has a long history of providing ITS systems, designs, integration services and maintenance to agencies throughout the nation. Over the past 40 years, Siemens has delivered more than 300 fully operational traffic signal control systems in the U.S and we perform traffic signal maintenance in over 300 cities nationwide. Siemens currently services over 10,000 signalized intersections and 400,000 streetlights under long term maintenance agreements. We have a broad range of expertise and experienced personnel including; registered professional transportation engineers, Journeymen Electrician and Internal Municipal Signal Association (IMSA) Certified Traffic Signal Technicians. We have the only IMSA training program in the U.S. We are dedicated to meeting and exceeding the challenging public safety requirement associated with the traffic management, traffic signal, and streetlight maintenance industry. Our focus has always been to deliver the right solution that meets the customer's needs.

We also currently:

- Maintain traffic signals in over 200 communities across California.
- Maintain streetlights in over 100 communities across Arizona, California, Texas and Massachusetts
- Provide engineering services for over 30 public agencies and private companies
- Have installed over half a million LED traffic signal retrofits across the United States
- Have installed \$60 M in energy efficient LED streetlight retrofits

As the leader in the private traffic signal and streetlight maintenance industry, Siemens is able to provide unparalleled expertise and outstanding value. The strong partnerships established with a multitude of traffic signal and street lighting vendors, distributors, and wholesalers, allows us to provide low-cost solutions to our customers.



Siemens understands the constant challenges of managing, maintaining, and effectively servicing sophisticated traffic signal and street lighting systems. With an extensive staff of IMSA-certified traffic signal technicians, electricians, laborers, and registered Professional Engineers, we are confident that Siemens will provide the best possible service to Mountain House Community Services District.

Financial Stability

Siemens Industry, Inc. (SII) is a subsidiary member of the Siemens, A.G. corporate group, a multinational, multi-billion dollar company listed on the New York Stock Exchange. As such, Siemens, A.G. files consolidated financial reports with the US Securities & Exchange Commission. A copy of Siemens, A.G. most recent annual report can be found at www.siemens.com through "Investor Relations". All required financial reports and filings are available at the SEC's website http://sec.gov/edgar.shtml"

Office Locations

Siemens Headquarters is located in Novato, California with additional California offices in West Sacramento, Fremont, San Rafael, Riverside, Anaheim and El Cajon.

West Sacramento, CA: The West Sacramento office will be responsible for serving Mountain House Community Service District. The West Sacramento is home to both a laboratory and a field office. Located at 1585 Parkway Blvd. West Sacramento, CA, the laboratory provides in-house electrical testing and repair services thus allowing Siemens to benefit from immediate test results independent from manufacturers. The West Sacramento office is approximately 76 miles in distance from MHCSD. Many of our technicians leave directly from their homes as trucks are assigned to each employee. Technicians assigned to MHCSD live as close as 45 miles away from MHCSD.

Fremont, CA: The Fremont office is located at 3765 Yale Way in Fremont, CA. This facility houses all materials and equipment necessary to properly maintain the traffic signals for our customers throughout East and South Bay. With over 10,000 square feet of both office and yard space, the Fremont yard provides storage for all possible materials required to maintain and build traffic signals and streetlights.

Novato, CA: Siemens' Novato office is located at 371 Bel Marin Keys Blvd, Novato, California approximately 30 minutes North of San Francisco. The corporate staff supports all field offices and operations including training, safety, purchasing, and accounting.

San Rafael, CA: The San Rafael office and warehouse is our base of operations to service the Northern California area, ranging from North of San Francisco Bay to the Oregon border. The 8,000 square foot facility is located at 79 Mitchell Blvd, San Rafael, CA 94903.

Anaheim, CA: Anaheim is Siemens' Southern California regional headquarters office and is located at 1266 N. La Loma Circle, Anaheim, California. This facility houses all materials and equipment necessary to maintain traffic signals, streetlights and related projects for all of Southern California. Our Anaheim facility also houses our Southern California laboratory facility.

Riverside, CA: In addition to the Anaheim office, Siemens has an office location at 2240 Business Way in the City of Riverside, California.

El Cajon, CA: Siemens' San Diego office is located at 1820 John Towers Avenue in El Cajon, California. This facility houses all materials and equipment necessary to maintain electrical systems, traffic signals, streetlights and perform related projects for the San Diego area.

Approach to Services

Siemens' Services Provided to Mountain House Community Services District:

Siemens will provide a comprehensive routine preventative maintenance program which includes: on-call services and extraordinary maintenance for MHCSD.

The program is designed to eliminate or reduce incidences of malfunctions, complaints, and extend the useful life of the traffic signal equipment. The program includes inspections, testing, recordkeeping, cleaning, repair, and replacement of equipment.

Berit King will be the Service Manager dedicated to MHCSD. She will be responsible for maintaining communication with the District regarding daily operation and maintenance of all traffic signal equipment.

Laboratory and Testing Services

Siemens has laboratories and regional repair facilities that are available to test, repair and certify traffic signal components. In Northern California, facilities are located in Sacramento, Fremont and San Rafael. Siemens specialize in controller /cabinet system testing to support services including: controller repair and conflict monitor/ CMU/MMU testing and certification. Our facilities service all types and brands of traffic signal control equipment including Cal Standard, NEMA TS-1 and TS-2 and ITS equipment. Siemens' laboratory personnel include degreed IMSA certified traffic signal technicians and certified electricians. Our field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience. We maintain the state of the art electronic servicing equipment.

Maintenance Records

Siemens will maintain a record of all service calls and work performed for MHCSD. All proposed forms will be submitted to the District for its approval prior to use. A copy of all current operation records will be kept at each intersection, as well as Siemens offices. A monthly report, providing a complete record of all work performed on the traffic signal facilities and a status of pending work orders will be attached to each monthly invoice. Siemens will also be responsible for maintaining copies of the records for performing underground marking of facilities.

Information Technology

Our emphasis on utilizing technology in our maintenance operations has given us a considerable advantage in the maintenance industry. Our proprietary software, developed in-house, represents the forefront of customer account management and maintenance tracking in our industry.

Siemens employs a Daily Maintenance Approach vs. Weekly Batch Approach and will be in the area daily. Problem reports can be initiated and resolved quickly.

We recognize 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. Siemens is proud to present a detailed description of our computerized maintenance and inventory management system. Our applications represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.

The Siemens Service Database is our primary maintenance tracking and account management application is comprised of a detailed and flexible database system. It handles detailed project management, contractual information, and scheduling of both service requests and scheduled maintenance. It is the information backbone of Siemens and our investment in providing the best possible service to our customers.

The Siemens Field Technician Cockpit gives our service crews access to real-time information and scheduling using any internet enabled device. Service response information is transmitted in real-time back to the Service Database, allowing monitoring of service status and inventory information.

The Siemens Customer Service Portal was developed to give our customers access to view service requests, maintenance scheduling, and detailed work histories as well as enter new service requests.

Hosted in the Siemens state of the art global application and data center, your maintenance and inventory data is protected via leading edge security protocols and business continuity planning. All data in the Service Database is real-time, with no delay or difference in the data between the three applications.

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

- Real-time status of scheduled maintenance and service request calls
- Historical maintenance and repair data
- Real-time equipment inventories, maps, digital photographs, etc

The information handled by the Service Database includes:

- Service request management and scheduling, including time stamping and dispatching
- Scheduled Maintenance Management and scheduling
- Installed base details, including inventories of equipment, maps, etc.
- Detailed service descriptions, allowing us to tailor the service rendered in the field to the precise specifications.
- Agency Information Management, including contacts, billing information, etc.
- Contractual Information, including frequencies of scheduled maintenance, contract periods,
 "Not to Exceed" limits, etc
- Internal communications, such as pertinent notes, etc.
- Report generation, including invoices, materials use, etc
- Inventory control, including real-time tracking of available and installed equipment

The Field Technician Cockpit allows our technicians in the field access to an array of useful data. Key information about the service call as well as supplementary data such as maintenance histories, inventory management, digital photographs, plans and other documentation all contribute to a

quicker, more successful visit from a Siemens technician. In addition, our scheduled maintenance activities and responses to service requests are documented on-site, including documentation noting any other needed repair work, using any internet enabled device.

The most important aspect of the applications described above is the flexible nature of their use and their future development. Siemens can work with MHCSD to customize the applications to maximize their usefulness and provide the level of service MHCSD desires. This flexibility includes types of information collected or viewable, downloading of information, visual representation, or other conveniences the District wishes.

Equipment

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

Equipment Immediately Available for the MHCSD:
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Year	Make	Model	Equipment Type
2007	FORD	F550	Bucket
2008	FORD	F450	Bucket
2008	FORD	F550	Bucket
2009	FORD	F550	Bucket
2009	FORD	F550	Bucket
2009	FORD	F550	Bucket
2004	FORD	F-750	Crane
2002	GMC	C6500	Dump Truck
2004	FORD	F450	Dump Truck
2002	CHEVROLET	3500 FLATBED	Flatbed
2005	CHEVROLET	KODIAK C4500	Flatbed
2006	FORD	F550	Flatbed
2005	FORD	F550	Flatbed
2009	CHEVROLET	COLORADO	Pickup
2007	Carrier	Trailer	Individual Conductor Trailer
2004	MLBLT	Trailer	Cable Trailer
2008	DITCH WITCH	T18B	Bore Rig w/ Trailer
2008	DITCH WITCH	ZT9S	Vacuum w/ Trailer
		E350	
2005	FORD	ECONOLINE	Van (Paint Rig)

In addition to the above referenced equipment, Siemens owns many other bucket trucks and construction vehicles. Inventory also includes, multiple arrow boards, towable air compressors, and towable changeable message signs, Bobcat furnished with auger & backhoe attachments, necessary hand tools, and all additional maintenance and construction tools essential to complete tasks.

Schedule

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

Inventory

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

Numerous spare parts are stored in our San Rafael storage facility with additional parts stored in our Sacramento and Fremont warehouses. Siemens carries a substantial supply of traffic signal and streetlight poles in various sizes and configurations. Most standard size traffic signal and streetlight pole knockdowns can be replaced the same or next day.

Inventory levels are maintained in order to accommodate MHCSD needs. Siemens continually monitors and modifies inventory levels as required by current maintenance and repair.

Preventative Maintenance

Siemens will provide the following preventative maintenance (After each routine visit, provide a report to the MHCSD Representative of any observances, emergency repairs or concerns with each intersection.)

Monthly Routine Maintenance

- Visually inspect, clean/vacuum as necessary, controller and cabinet for proper operation.
- Visually inspect all vehicular signal heads to confirm their alignment in the direction programmed, and their visibility to motorist approaching the intersection from a point 275foot away, and replace outages found. Labor, material and equipment costs for the repair of signal head outages will be reimbursed by the MHCSD.
- Visually inspect all pedestrian signals and pedestrian push button assemblies for proper operation and replace outages found. Labor, material and equipment costs for the repair of pedestrian heads and push button assemblies will be reimbursed by the MHCSD.
- Visually inspect IISNS and brackets to verify that panels are intact and are visibly oriented toward approaching traffic.
- Inspect, vacuum BBS Cabinet, battery terminals for corrosion, and test battery back up system.
- Visually inspect signs and sign brackets on traffic signal mast arms and repair/re-attach as necessary.
- Check load switches for proper operation and replace as necessary. Labor, material and equipment costs for the replacement of load switches will be reimbursed by the MHCSD.
- Check relays for proper operation and replace as necessary. Labor, material and equipment costs for the replacement of relays will be reimbursed by the MHCSD.
- Visually check video detection system to visually confirm alignment of video detection cameras on the signal Mast-arms, and ability to detect vehicle presence and provide, in programmed sequence per approved phase diagram, an indication to proceed.
- Visually check Advance Inductance Loops in the controller to visually confirm the detection of vehicle presence and provide.
- Visually check Emergency Vehicle Pre-Emption System by pre-empting the signal from all approaches using a vehicle equipped with an approved transmitter. Pre-emption shall occur at a point a minimum of 1000-feet from the intersection.

- Visually check for bent visors and back-plates and loose bolts attaching IISNS Signs, signal heads, and signs to traffic signal mast-arms and traffic signal poles.
- Reset Communications modems. (Not Applicable-Signal not interconnected)
- Visually confirm luminaires atop the traffic signal poles (Safety Lights) are operating and the PEC Cell is turning the luminaire on at Dusk.
- Check BBS, Service Pedestals, and traffic Signal cabinets' exterior surfaces, clean and remove any Graffiti as necessary.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the monthly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

3-Month (Quarterly) Routine Maintenance (in addition to monthly)

- Check pedestrian signals actuate each pedestrian push button,
- Check the traffic Signal Controller time setting and compare with existing traffic signal controller timing sheets provided by MHCSD.
- Visually inspect roadway along Advance Inductance loop detectors for possible exposed wires, cracks and potholes. Report if repair is needed.
- Check detector amplifiers and tune or replace if needed to assure that they are working properly. Labor, material and equipment costs for the replacement of detector amplifiers will be reimbursed by the MHCSD.
- Check video detection system with a Lap-top to assure proper camera alignment and ability to detect approaching vehicles in the presence mode.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Quarterly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

6-Month (Bi-Annual) Routine Maintenance (in addition to monthly and 3-month)

- Check controller cabinet filter and replace as necessary. Labor, material and equipment costs for the replacement of filter will be reimbursed by the MHCSD.
- Check ground rod clamp and wire.
- Check wire schematics and records to make sure they are in the cabinet.
- Check operation of the fan.
- Check BBS battery voltage/amp output, load test battery, and test charging system (ensure BBS system can operate in battery mode for at least 2 hours)
- Check operation of ground fault receptacle.
- Measure voltage at service inputs in cabinet and record.
- Visually check integrity of splices in pull boxes and that there is no retention of water within the box.
- Visually check for wear and function on controllers.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Bi-Annual inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

12-Month (Yearly) Routine Maintenance (in addition to monthly, quarterly and bi-annual)

- Clean and polish all lenses and reflectors on signal heads, pedestrian heads, luminaires on traffic signal poles and re-lamp intersection (Safety) luminaires every year.
- Vacuum and clean BBS, Service Pedestal, and traffic signal controller cabinets and their contents.
- Replace cabinet filter and replace as necessary. Labor, material and equipment costs for the replacement of filter will be reimbursed by the MHCSD.
- Check weatherproof gasket seal on BBS, Service Pedestal, and traffic signal cabinets.
- Check for water accumulation and duct sealant in all traffic Signal and Communication Pull Boxes/vaults within the Traffic Signalized intersection.
- Lubricate hinges and lock on BBS, Service Pedestal, and traffic signal cabinets.
- Check indicator lamps in BBS, Service Pedestal, and traffic signal cabinets.
- Check all connectors in BBS, Service Pedestal, and traffic signal
- Check detector extensions.
- Perform conflict monitor test.
- Clean and service battery back-up system, Check Batteries for charge retention and battery terminals for corrosion and cable clamps at terminals are set and properly secured.
- Manually record on an individual intersection sign-off list, inspection date and time of inspection, controller and signal components checked, and time in controller cabinet and send written confirmation of the Yearly inspection indicating items checked, actions taken (if any), current operational status and recommendations to MHCSD.

Lighted Crosswalk (monthly inspection)

a. Lighted (Illuminated) Crosswalk Systems Facilities shall be defined as but not limited to the following: all components contained therein; Pedestrian detection systems such as Pressure Plates; Pedestrian Signal fixtures and assemblies, roadway fixtures, wiring and pull boxes.

Monthly Routine Maintenance

- Visually inspect, clean/vacuum as necessary, controller and cabinet for proper operation.
- Visually inspect all in roadway fixtures to confirm their operation, alignment in the direction programmed, and their visibility to motorist approaching the illuminated crosswalk from a point 275-foot away, and replace any lamps and/or fixtures found to be not operating or damaged. Labor, material and equipment costs for the repair/replacement of outages or damage will be reimbursed by the MHCSD.
- Visually inspect signs and sign brackets on existing poles for alignment, condition, reflectivity and graffiti
- Check and physically activate pedestrian pushbuttons and/or pedestrian pressure plates to assure proper detection of pedestrians and activation of the crosswalk warning lights and signs.
- Check crossing time with a stop watch to assure that pedestrian crossing time and flashing intervals are adequate and conforms to the programming inputted.
- Inspect any LED advance warning signs for damage or non functioning LED's.

1. Siemens agrees to have a licensed professional engineer personnel on staff and available to respond to traffic signal related design and malfunction consultation.

Personnel and Qualifications

Siemens employs fully trained Journeymen Linemen, Electricians, and Traffic Signal Technicians to do all repairs. Technicians assigned to MHCSD are trained in the maintenance and protection of traffic facilities in accordance with the MUTCD. Our skilled and experienced technicians are among the best in the industry and we are proud to have over 25+ IMSA Level III certified technicians on our team. In general, we compensate our employees better than our competition, and we expect them to perform at a higher level. Siemens aggressively train our team with a focus on work pride, quality, skills and safety. Because of the productivity of our crews and our reliance on working proactively and efficiently, Siemens is able to provide the highest quality service while staying cost competitive.

Siemens technicians will wear uniform style shirts with the Siemens logo while performing contract services. Siemens vehicles will also be identified with the Siemens logo on both the driver's & passenger's side doors.

Siemens will ensure that employees working for MHCSD will be equipped with the necessary communications devices in order to correspond with MHCSD employees. Crews assigned to MHCSD will possess a digital camera, cellular phone, and a laptop in order to access, send, and receive real-time information.

Siemens maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED lamps, luminaries, service cabinets and other miscellaneous parts. Technicians will also be equipped with all spare parts necessary to place a signal system back in operation for ordinary trouble calls, including sensing devices for inductive loop detectors.

Engineering and Professional Services

Siemens engineering staff is available to provide traffic signal modification design, signal timing and coordination enhancement, and many other traffic, civil, and electrical engineering related services. Our unique ability to design, construct, and maintain all facets of traffic signals and streetlights using in-house staff is one example of the many aspects that set Siemens apart from other maintenance companies.

Sub-Consultants/Sub Contracting

Siemens utilizes all traffic signal manufactures when required. In addition, Siemens uses its own forces for all work and within this RFP and does not anticipate using any subcontractors.

- 2. Siemens will inform the CSD of any observation by the maintenance crew that will need further action such as safety issues and non routine repairs.
 - a. Siemens understands that any repair over \$1000 will need to have a proposal submitted to the CSD for approval prior to start of repair.
- 3. Siemens agrees to have service personnel available 24 hours per day to respond to traffic signal and controller trouble calls. Response time will be within one hour during regular business hours and 2 hours after regular business hours and weekends. In the event of multiple calls, each will be serviced on a priority basis. Siemens understands that the MHCSD will provide Siemens with a priority list. This priority list will constitute authorization from the MHCSD to Siemens to leave an intersection of a non-priority status to respond to a priority intersection.

4. Siemens agrees to provide response service 24 hours per day for repair of traffic signal related equipment and appurtenances, such as street name signs on traffic signal poles, pedestrian and traffic signals, controllers, flashing beacons and detector devices which CONTRACTOR may be called upon from time to time by the MHCSD to repair, replace or refurbish. However, it is understood that any work in excess of One Thousand Dollars (\$1,000) will not be performed without prior verbal or written approval from the MHCSD.

Emergency Services and 24 hour Phone Access

Reports of traffic signal problems can be initiated by calling our 24 hour number any time, day or night; **1-800-544-4876**. Siemens will notify the appropriate staff to verify that an emergency call as been placed. Upon completion of emergency work, Siemens will contact t MHCSD by telephone and/or email to confirm that the emergency work has been completed.

Siemens will provide temporary emergency replacements of an acceptable type to the District in the event of a knockdown, until permanent repairs can be made. Replacement of equipment will not be made until written approval from the District is received.

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

The Scope of work and extraordinary maintenance provided in this proposal is based off of the needs and desires of the District. At any time the District would like to make provisions, Siemens team is available to modify and alter the services listed.

References

Client/Agency	Address	Type of Work	Agency Contact Person	Telephone Number
County of Sonoma	575 Administration Drive 100A Santa Rosa, CA 95403	Traffic Signal Maintenance	Kim Garl Traffic Signal and Lighting Coordinator	(707) 565-3620
City of American Canyon	4381 Broadway Street, #201 American Canyon, CA 94503	Traffic Signal and Streetlight Maintenance	Bob Dunn Streets/Storm Drain Supervisor	(707) 310- 9 142
City of Manteca	1001 W Center Street Manteca, CA 95337	Traffic Signal and Streetlight Maintenance	Mark Houghton City Engineer	(209) 239-8460

Exceptions to Requirements

There are no exceptions for MHCSD.

Cost Submittal

Please indicate if quoted costs and Material costs include sales tax.

Description	Price	Qty
Monthly cost for maintenance for 1 entire intersection per the items indicated in the scope of work.	\$ 82.00	Each
Monthly Cost for maintenance for one illuminated crosswalk per the scope of work.	\$ 62.00	Each
Repair of one (1) 250W Metal Halide Safety light	\$ 160.00	Each
Repair one (1) Internally Illuminated Street Name Sign outage	\$ 135.00	Each

SUBMIT TIME AND MATERIAL RATES IN ACCORDANCE TO PREVAILING WAGES.

Labor and Equipment Rates for Extra Work

Item No.	Description	Hourly Rate
1	Journeyman Electrician - RT	\$ 82.00
2	Journeyman Electrician - OT	\$ 120.00
3	Bucket Truck	\$ 30.00
4	Crane (5-10 Ton)	\$ 65.00

^{*}Repairs outside of monthly maintenance are to be charged at a time and material rate.

Chris Reyes, Southwest Area Manager

- 15 Years managing projects with Siemens Industry, Inc.
- More than 20 years experience managing projects throughout California, Nevada, and Arizona

Berit C. King, Project Manager

- Approximately 6 years experience in the Traffic Signal & Streetlight maintenance industry
- Maintain ongoing customer contact to ensure quality work done on time, and very satisfied customers
- Responsible for managing ongoing traffic signal and streetlight maintenance contracts in the Sacramento area
- Write proposals and estimates for all extra work
- Review all bills
- Coordinate project activities with field supervisors
- Responsible for estimating, purchasing, subcontracting, scheduling, invoice preparation, job tracking/reporting, and general office administrative support.

Ruben Quiroz, Lead Electrician

- Over 15 years experience in traffic signal maintenance
- IMSA Level I & II Certified
- Previous JAM Services and US Traffic Field Representative, conducted cabinet modifications and signal turn-ons
- Proficient in C-7, C-8, Bi-Trans 200 + 233, VMS Programs & NEMA software

Mike Dean, Traffic Signal Technician

- 4 years experience in traffic signal maintenance
- IMSA Level I Certified
- IMSA Work Zone Safety Certified
- Worked with the Cities of Manteca, Turlock and Lathrop

DELEGATION OF APPROVAL AUTHORITY FROM PRESIDENT TERRY HEATH AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARTIN SCHULTZ

SIEMENS INDUSTRY, INC. - MOBILITY AND LOGISTICS DIVISION

A. We, the undersigned, Terry Heath, President and Martin Schultz, Vice President, Finance and Business Administration of the Mobility and Logistics Division of Siemens Industry, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested in us as President and Vice President Finance & Business Administration to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$3 million.

AUTHORI	ZED SIGNATORIES
Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)
Dana Rasmussen	Dirk Glaser
Service Segment Head	FBA
	Neway Redia
	Service Segment FBA

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

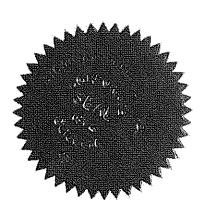
AUTHORIZED SIGNATORIES		
Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)	
Chris Reyes	Tara Inboriboon	
Area Manager	FBA	
Steven Gitkin	Claus Maucher	
Area manager	FBA	
Gregory Winn		
Operations manager		
Andrew Rist		
Operations manager		
Christopher Romeo		
Operations manager		
Steven Teal		
Operations manager		

- C. We further acknowledge that each of the signatures of the persons referred to in paragraphs A and B are binding upon the Corporation.
- D. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support

Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.

- E. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- F. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of April 2013.



Digitally signed by Heath Terry
DN: serialNumber=Z000E75Y,
givenName=Terry, sn=Heath,
o=Siemens, cn=Heath Terry Date: 2013.04.11 09:14:43 -07'00'

Terry Heath President Siemens Industry, Inc. Mobility and Logistics Division

Martin Schultz Vice President, Finance and Business Administration Siemens Industry, Inc. Mobility and Logistics Division

DELEGATION OF APPROVAL AUTHORITY FROM PRESIDENT TERRY HEATH AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARTIN SCHULTZ

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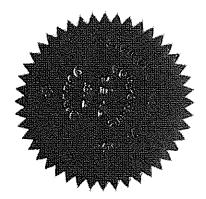
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Terry Heath
President
Siemens Industry, Inc.
Mobility and Logistics Division

Schultz Martin Digitally signed by Schultz Martin DN: serialNumber=Z0005OMX, givenName=Martin, sn::Schultz, o::Siemens, cn::Schultz Martin Date: 2013.04,11 08:29:06 - 07'00'

Martin Schultz
Vice President, Finance and Business Administration
Siemens Industry, Inc.
Mobility and Logistics Division