

**FIRST AMENDMENT TO
APPENDIX #5
City of Meniffee**

This First Amendment to the Appendix #5 to the Amended and Restated Western Riverside Council of Governments Professional Service Agreement ("First Appendix Amendment") is made as of 9th day of December, 2019 by and between the **Western Riverside Council of Governments, a California public agency ("WRCOG")**, **Siemens Mobility, Inc., a Delaware corporation ("SMI")**, **Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation ("Siemens Industry")** and the City of Meniffee ("Member Agency"). The WRCOG, SMI, and Member Agency are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the WRCOG and Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation ("Siemens Industry") entered into a Professional Services Agreement ("Original Agreement") on December 18, 2017.

WHEREAS, the WRCOG and Siemens Industry amended and restated the Original Agreement on March 27, 2018, to include additional language ("Agreement").

WHEREAS, the WRCOG, Siemens Industry and Member Agency executed Appendix #5 to the Agreement ("Original Appendix") on June 27, 2019.

WHEREAS, the WRCOG and SMI now wish to amend the Appendix to include a CPI increase and the transfer and assignment of the Appendix.

TERMS

NOW, THEREFORE the parties enter into this First Amendment to the Appendix:

1. Transfer and Assignment of Appendix. The Appendix previously held by Siemens Industry is transferred and assigned to SMI. SMI hereby expressly and unconditionally assumes all the rights, duties and obligations of Siemens Industry under the Appendix. SMI hereby agrees to observe and fully perform all of Siemens Industry's obligations under the Appendix, and to be subject to all the terms and conditions thereof.

2. CPI Increase. Section 4 is hereby added to the Appendix to read as follows:

4. CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year (commencing July 1, 2019), in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest

full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, SMI may request, on or before March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

3. Amendment of Exhibits. The Parties hereto agree to replace Exhibit "A" (Scope of Services), Exhibit "B" (Schedule of Services), and Exhibit "C" (Compensation) attached to the Original Appendix with the attached Exhibits.

4. Modification: No alteration or variation of the terms of this First Amendment to the Appendix shall be valid unless made in writing and signed by the parties hereto.

5. Continuation of Existing Provisions. Except as amended by this First Amendment, all provisions of the Appendix shall remain in full force and effect and shall govern the actions of the parties under this First Amendment.

Signature page follows

Dated this _____ of _____, 2019.

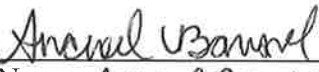
WRCOG

By: 
Rick Bishop, Executive Director

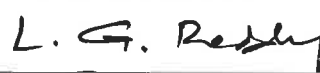
APPROVED AS TO FORM:

By: 
Name: Steven P. Dikeman
General Counsel


SMI

By: 
Name: Anand Bansal
Its: Commercial Project Mgr


APPROVED AS TO FORM:

By: 
Name: SOUTHAM LINGANAGARI
Its: VP. BPE

Siemens Industry

By: 
Name: David Buchfehrer
Its: CFO ITS

APPROVED AS TO FORM:

By: 
Name: Marcus Wetz
Its: VP ITS

Member Agency

By: 
City Manager

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

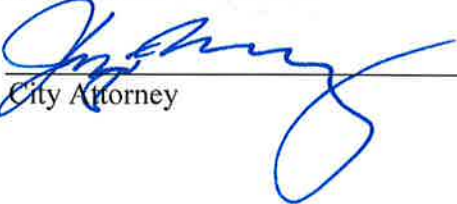
By: 
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Siemens Intelligent Traffic System proposes the following scope of work for services related to the street lights located in the Western Riverside Council of Governments (WRCOG) subregion. These services include the turnkey services related to installation of LED street lights and the ongoing operations and maintenance of the street light systems for member jurisdictions. These services are extended to the street lights currently owned by the member jurisdictions, those to be purchased from Southern California Edison and any additional assets that are installed within the contract period. Siemens extends this contract for 5 years for date of execution, with the option for additional extension if agreed upon by all parties. All services included in the Scope of Services will be billed per the rates outlined in Exhibit C.

Project Development

The Project Development phase includes several key elements that must take place for member jurisdictions to effectively acquire street lights from Southern California Edison (SCE), efficiently convert to LED technology and begin operating and maintaining the system.

1. SCE Coordination- Facilitate the "Cut-Over" Process with SCE

Siemens will assist WRCOG and member jurisdictions in communication and scheduling with Southern California Edison representatives during the acquisition phase. Siemens will coordinate the development of an agreed upon schedule and geographic plan for the associated field work and cutover of assets from SCE to member jurisdictions. Specific scope includes:

- Participation in SCE calls
- Develop cut over schedule and work flow with SCE subcontractors
- Provide review of "fielding" data from SCE and associated subcontractors
- Update Street light database to include new street lights previously not included in valuations and other associated data corrections/modification/additions.
- Track billing adjustments from SCE as street lights are acquired
- Support WRCOG and its member jurisdictions with the Inventory, Inspection and Transition Activities as identified in the City's Purchase and Sales Agreement (Agreement) with SCE

2. Street light pole tagging and field verification

Siemens will install street light pole tags during the installation of the LED street light fixture. The tags will either be furnished by WRCOG, member jurisdiction or by Siemens. The associated pole tags will be designed and approved with jurisdiction/regional street light numbering sequence by WRCOG and/or jurisdiction staff. Siemens will install pole tags and update the web based WRCOG database of information for each pole, referencing the associated pole number.

Siemens will verify street light asset attributes during the LED installation utilizing the web based WRCOG database. The information to be reaffirmed in the database upon conversion shall

include condition of asset, GPS coordinates for each asset, pole type, pole height, arm length, luminaire type, wattage, lamp type, voltage, general pole condition, service feed type: overhead or underground, city and SCE pole structure number (in the case the numbers are different) and description of point of demarcation between jurisdiction and SCE facilities.

3. Procurement Support- LED Material Selection and Design (optional)

Siemens can provide support in the process of selecting and procuring fixtures for the project and provide recommendations to the City for final approval. This service includes identifying material vendors, soliciting proposals from vendors and performing a detailed evaluation of material proposals submitted.

Fixture selection is typically based on a variety of factors that ultimately will lead to identification of the best solution for the customer. Some of the factors considered are:

- Fixture efficiency
- Demonstrated durability
- Material cost
- Availability/production lead times
- Design functionality
- SCE rebate eligibility
- Life-cycle cost

Concurrent with the evaluation of fixture alternatives, Siemens can provide additional design support. This includes evaluating basic standard lighting configurations which exist on various street types throughout a jurisdiction. This includes reviewing current existing light levels, performing photometric analysis and recommended replacement fixture standards to apply throughout the conversion process. The process of ordering and staging replacement LED fixtures will be greatly aided by establishing these conventions. These services will be billed at a time and material basis per the labor rates outlined in Exhibit C. In the event that Siemens provides procurement services, Siemens will waive the fees associated with this service.

Project Implementation

The implementation phase addresses the various tasks needed to convert each newly acquired street light with a suitable LED fixture and process all data, billing and rebate applications. Siemens will develop a City specific project plan which will include pre-construction meetings, staging of material, installation, and other acquisition and retrofit project milestones.

1. Procurement Support- LED Material Purchasing (optional)

Siemens can direct purchase associated material for the project as approved by the WRCOG and member jurisdiction. This procurement support extends to all associated materials, such as LED fixtures, photocells, pole tags, lighting controls, poles, mast arms and all other associated street light system components. Siemens can receive, warehouse and manage all material prior to installation and process all warranty information with manufacturers as needed. Warranty

information will be retained by Siemens with appropriate copies provided to the member jurisdiction for future use.

2. LED Fixture Installation

Siemens will coordinate and complete all aspects of the conversion of HID fixtures to LED fixtures. This includes coordinating with WRCOG staff regarding procurement, receiving materials at a jurisdiction facility during typical working hours, providing equipment and labor for the complete installation of LED fixture and associated materials and field update of WRCOG provided web based GIS database.

Prior to beginning conversion efforts, Siemens will coordinate all traffic control requirements with the member jurisdiction to gain approval for approved methods for various street configurations, including allowable working hours on arterials, in commercial areas and in residential neighborhoods. MUTCD standards will be adhered to.

Installation progress will be tracked on a daily basis by the project's Siemens Field Supervisor and Project Manager, and a brief status report that includes project status and any current issues will be provided to WRCOG and the jurisdiction on a weekly basis.

3. House Side Shield Installation

Siemens will install manufacturer approved house-side shields on LED street lights, as instructed by member jurisdiction. All requests for shields will be reviewed and approved by member jurisdiction staff prior to installation. Siemens can collaborate with member jurisdiction on specific strategies for implementing house side shields during the LED conversion. Siemens will install house-side shield on up to 10% of new LED street lights upon request, within the first year. Full cost of material and labor included in retrofit costs.

Siemens recommends that house side shields for LEDs be installed at sites where HPS fixtures currently have them. The like-for-like replacement can increase customer satisfaction and reduce the amount of visits to the same location.

4. HID Fixture Disposal

Siemens will be responsible for all fixture disposal and recycling. Disposal of existing luminaries and any other discarded materials will follow all applicable California Recycle and Disposal Laws. Siemens will produce a recycling plan, to be approved by the member jurisdiction. Following disposal, a manifest of disposal will be provided to the member jurisdiction, that specifies what was recycled, what was sent to the landfill, and how hazardous material was disposed of. Siemens reserves the right to select disposal and recycling firms. This includes use of approved bins and locations for temporary holding locations of fixtures, etc. All disposal costs, fees, etc. are included in the retrofit costs.

5. Record Documents

Following the completion of the implementation phase and City acceptance, Siemens will generate project close out documentation. This includes (but is not limited to) the following:

Appendix 5 – Menifee – Exhibit A

- Final Installation Data
- A summary report of the LED installation database information updated throughout the installation. This is based on the WRCOG provided web based database.
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the scheduled baseline.
- A summary of any scope changes that occurred

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility bill is correct.

Once the rebate is secured, the billing is verified then a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and attributed of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

Maintenance Phase

This phase will begin once a member jurisdiction pays SCE for a group of assets. This will be done in phases to be determined by SCE, the City and Siemens.

The maintenance phase will transition from initial maintenance of the existing poles with HID fixtures to maintenance of existing poles with new LED fixtures as the project progresses. Siemens will provide maintenance services for all fixtures acquired by the City from SCE and provide a monthly bill prorating the fixtures acquired throughout the previous month, by technology and fixture type.

General Maintenance will consist of all operations and repairs starting at the pull box or bottom of street light pole where the fuse holder or secondary power source necessary to keep all street lights operations, and associated wiring within the street light circuit.

1. Customer Service

Siemens will develop and implement a customer service portal for each member jurisdiction to effectively manage all incoming street light inquiries from public and from the member jurisdiction. General customer services include:

- 24/7 telephone and web based reporting service
- Web portal access for member jurisdiction and designated representatives
- Quarterly reporting/summaries of customer inquiry activity
- Customer service feedback survey

2. Routine Street light Maintenance Duties

A base monthly fee is established for maintenance of the street light system on a per month, per light basis. Siemens will respond to standard maintenance calls within 5 working days. The fee will reflect the total number of lights being served along with and adjustments for special fixtures/poles.

Routine Maintenance tasks include but are not limited to:

- RMA of LED Fixture (Shipping and handling)
- Warranty management of defective LEDs
- Traffic Control
- General Cleaning During Call Out
- Outage Nights Checks
- Photocell Replacement
- Fuse Replacement
- Fuse Holders Replacement
- Hand Hole Covers (up to 0.05% of stock, annually)
- False Calls

The fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. Annual services include:

- System problem assessment/diagnostics
- Repair and replacement of damaged/inoperable fixture material
 - For HID fixtures this can include repair or replacement of constituent parts. Such as lamps, ballasts, starters, reflectors, diffusers, etc.
 - For LED fixtures this can include repair or replacement of constituent parts. Such as drivers, lenses, and LED arrays. Typically LED fixtures will be covered under warranty and will be processed accordingly.
- Photocell repair and maintenance
- Hand hole cover replacement of standard hand hole covers. Limited to 0.05% of stock annually.
- Coordination with 3rd party attachment licensees
- Quarterly review of system operation (night check)
- General cleaning of fixture during maintenance call out
- Customer service portal operations
- LED fixture warranty processing

3. Extraordinary Street light Maintenance Duties

Siemens recognizes that there will be situations that can and will occur during the maintenance phase of the project that are best addressed individually based on the actual occurrence and not covered under a monthly fixture price. Items such as accidents resulting in the street lights being damaged and replaced or the need for specialized shielding devices are expected to

occur, though the frequency may vary considerably. These items are being defined as extraordinary maintenance and not included in the base monthly fee for standard maintenance. The following items have specifically been identified as extraordinary maintenance:

- 24/7 emergency response and securing field location for basic public safety. This would typically include pushing pole out of the right-of-way or from private property, taping off the area of the debris, capping/taping live wires, checking street light circuit and documenting all work activities for insurance purposes.
- Pole knockdown repair. Services can include:
 - removal of all associated spoils and debris from original installation
 - installation of new street light pole and associated system components
 - installation of associated foundation
 - Adjacent concrete repair/cap replacement
- House side shield installation (if occurs after year one)
- Overhead wiring replacement
- Pole graffiti abatement
- Pole painting
- USA Dig Alert services



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www.usa-siemens.com/mobility

June 17th, 2019

Western Riverside Council of Governments
Daniel Soltero
951-405-6738
dsoltero@wrcog.us
3390 University Ave., Suite 450

RE: Quote for GIS Audit Services for City-Owned LS-3 Streetlights for the City of Menifee

Dear Mr. Daniel Soltero:

We offer to perform the following work, on the terms and conditions stated below, and at the prices shown.

Scope:

Siemens will provide GIS audit services for the LS-3 street light accounts listed in Appendix A, with the intent to provide an accurate database of streetlights associated with the LS-3 accounts provided. This includes a review of available GIS data and SCE inventory data and the visual inspection of approximately (300 - 400) light poles and (59) streetlight meters within the City of Menifee. Information for each streetlight fixture shall include, latitude/longitude, street name, pole number, luminaire type, lamp type, pole type, wattage, mast arm size, and condition of the street light asset.

Deliverable:

Siemens will create a GIS database of streetlights associated with the LS-3 service accounts and their associated attributes.

Price:

Task	Price
GIS audit of up to 360 streetlights	\$11,680.00
GIS audit of more than 360 streetlights	\$32/streetlight

Assumptions:

- GIS Audit to be performed at City provided service accounts, as indicated in Appendix A. Any additional locations are not included in this quote.
- Siemens field review of the streetlight assets associated with the LS3 accounts is limited to the geographic relationship of the lights to the service account addresses, taking into account all available data related to ownership and tariff status. Under this quotation, Siemens will not be performing electrical work nor intrusive means in determining if actual electrical circuits are maintained between service and streetlights. If the City is in need of circuit tracing or related work that would necessitate electricians, then additional fees would apply.
- Siemens is not providing as-built drawings as a result of this work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal

written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 21st day of November, 2019.

Western Riverside Council of Governments

Siemens Mobility, Inc.

By: 

Title: Executive Director

By: 

Title: Director of Finance

Appendix A- LS3 Meter Locations

Serv Acct Number	Serv Acct BP	Meter (1-5)	Cust Acct Number	Rate	Serv Acct Address	Serv Acct City	Zip	Annual kWh	Annual Revenue	Rotating Outage Group
33480047	0053030236	222010-675965	315499426	LS-3-B	26254 Menifee Rd Ls3	Romoland	92585	3,990	\$506	N001
33565386	0053378045	222011-647884	326480936	LS-3-B	25494 Newport Rd Ls3	Menifee	92584	5,283	\$630	N001
36491018	0053883561	222010-796697	317669950	LS-3-B	27506 Mccall Blvd Ls-3	Menifee	92585	3,232	\$369	N001
37173037	0070020833	222012-452983	336750278	LS-3-B	31510 Antelope Rd	Menifee	92584	4,547	\$458	A062
38387850	0072109173	222010-144911	343925475	LS-3-B	24244 Newport Rd Ls-3	Canyon Lake	92584	4,637	\$464	A074
39796481	0074282349	222011-828730	351943196	LS-3-B	C/O Mccall&bradley	Sun City	92584	3,792	\$428	A046
39796489	0074282411	222011-771526	351943196	LS-3-B	29491 Domenigoni Pkwy Ls3	Menifee	92584	4,378	\$460	A008
39796516	0074282467	222011-517274	351943196	LS-3-B	30016b Goetz Rd Ls-3	Menifee	92584	2,969	\$364	A041
39796744	0074284183	222010-677694	351943196	LS-3-B	29973 E Winter Hawk Ls3	Sun City	92586	1,692	\$278	A059
39967230	0074541296	222013-286873	353389240	LS-3-B	25163 Derby Hill Ls-3	Menifee	92585	4,478	\$454	A074
41676894	0077049570	222010-795470	362000267	LS-3-B	31008 Antelope Rd Ls-3	Menifee	92584	3,375	\$392	A062
41676898	0077049576	222010-675744	362000267	LS-3-B	30592 Antelope Rd Ls3	Menifee	92584	3,822	\$409	A062
41676901	0077049612	222010-676580	362000267	LS-3-B	30262 Antelope Rd Ls3	Menifee	92584	3,102	\$360	A069
41676907	0077049638	222010-677680	362000267	LS-3-B	26996 La Piedra Ls3	Menifee	92584	3,101	\$360	A059
41676916	0077049697	222010-670320	362000267	LS-3-B	23876 Canyon Heights Dr Ls-3	Quail Valley	92587	3,149	\$364	N001
41676921	0077049719	222010-674157	362000267	LS-3-B	28275 Murrieta Rd Ls3	Sun City	92586	3,252	\$370	A035
41676927	0077049740	222010-674156	362000267	LS-3-B	28430 Menifee Rd Ls3	Menifee	92584	3,424	\$382	N001
41676927	0077049770	222010-673134	362000267	LS-3-B	29241 Newport Rd Ls3	Menifee	92584	3,940	\$417	A037
41676932	0077049778	222010-796736	362000267	LS-3-B	26510 Newport Rd Ls3	Menifee	92584	3,895	\$511	A050
41676934	0077049804	222010-673565	362000267	LS-3-B	23878 Rock Canyon Dr Ls-3	Quail Valley	92587	1,370	\$279	N001
41676939	0077049810	222010-672907	362000267	LS-3-B	30496 Haun Rd Ls3	Menifee	92584	4,904	\$482	A059
41676946	0077049852	222010-678138	362000267	LS-3-B	30332 Haun Rd Ls3	Menifee	92584	3,629	\$396	A059
41676949	0077049858	222013-749637	362000267	LS-3-B	29974 Haun Ls3	Menifee	92586	4,734	\$470	A062
41676956	0077049888	222010-675602	362000267	LS-3-B	30166 Haun Rd Ls3	Menifee	92584	4,862	\$479	A059
41676963	0077049931	222010-670978	362000267	LS-3-B	32996 Haun Rd Ls3	Menifee	92584	4,949	\$485	A026
41676971	0077049989	222010-674132	362000267	LS-3-B	29128 Mccall Blvd Ls3	Romoland	92585	4,857	\$479	A067
41676978	0077050011	222010-674019	362000267	LS-3-B	27246 Menifee Rd Ls3	Romoland	92585	3,387	\$392	A067
41676982	0077050045	222010-674851	362000267	LS-3-B	27755 Mccall Ts3	Sun City	92584	3,094	\$360	N001
41676987	0077050072	222010-670665	362000267	LS-3-B	30997 Southshore Rd Ls-3	Menifee	92584	2,933	\$349	A001
41676995	0077050103	222011-829520	362000267	LS-3-B	28773 Mccall Blvd	Romoland	92585	3,308	\$375	N001
41677000	0077050116	222011-393482	362000267	LS-3-B	29987 Newport Rd Ls3	Menifee	92584	2,331	\$308	A041
41677003	0077050121	222010-674810	362000267	LS-3-B	29512 Scott Rd Ls3	Menifee	92584	3,984	\$420	N001
41677009	0077050125	222010-671300	362000267	LS-3-B	29504 Simpson Rd Ls3	Romoland	92585	1,128	\$240	A057
41677015	0077050165	222010-671469	362000267	LS-3-B	30320 Menifee Rd Ls3	Menifee	92584	3,127	\$362	A037
41677021	0077047673	222010-671302	362000267	LS-3-B	29004 Mccall Ls-3	Sun City	92587	3,978	\$419	A067
41677028	0077047678	222010-670385	362000267	LS-3-B	28991 Newport Rd Ls3	Menifee	92584	2,664	\$344	A069

41677038	0077047795	222010-677767	362000267	LS-3-B	31815 Menifee Rd Ls3	Menifee	92584	3,252	\$370	A062
41677057	0077047810	222010-676516	362000267	LS-3-B	30120 Menifee Rd Ls3	Menifee	92584	3,179	\$365	A037
41677066	0077047818	222010-671069	362000267	LS-3-B	26996 Menifee Rd Ls3	Romoland	92585	3,564	\$404	A067
41677076	0077047825	222010-674138	362000267	LS-3-B	28943 Murrieta Rd Ls-3	Sun City	92586	1,362	\$243	A079
41677086	0077047832	222010-674251	362000267	LS-3-B	30002 Murrieta Road	Sun City	92584	7,363	\$764	N001
41677092	0077047837	222011-829293	362000267	LS-3-B	26007 Ridgemoor Rd Ls-3	Sun City	92586	3,083	\$359	A035
42236798	0077854429	222010-073988	367512365	LS-3-B	29752 Mccall Blvd	Menifee	92585	2,326	\$308	A067
42450260	0078174439	222014-013594	367512365	LS-3-B	29005 Simpson Rd Ls-3	Menifee	92584	2,138	\$295	N001
42450283	0078174477	322010-326349	367512365	LS-3-B	29072 Trailhead Dr Ls-3	Menifee	92584	2,289	\$305	A057
42694314	0078532903	222010-676567	367388345	LS-3-B	30002 Antelope Rd St	Menifee	92584	238	\$167	A069
42695416	0078536970	222011-828729	367388345	LS-3-B	27060 Chery HI Bl S	Sun City	92584	3,369	\$378	A035
42695436	0078538751	222011-391468	367388345	LS-3-B	26998 Newport Silt	Sun City	92584	2,981	\$352	A062
42695449	0078538769	222010-674791	367388345	LS-3-B	27990 Murrieta Rd	Sun City	92586	3,037	\$356	A079
42695479	0078538816	222010-797391	367388345	LS-3-B	27910 Encanto Silt	Sun City	92584	4,782	\$527	N001
42695490	0078538838	322010-384400	367388345	LS-3-B	77-Mccall/Sun City	Sun City	92584	7,464	\$661	A035
42695499	0078538853	222010-674224	367388345	LS-3-B	30002 Murrieta Rd	Sun City	92584	1,010	\$219	N001
42695522	0078538880	222010-670408	367388345	LS-3-B	30004 Calle Pompeii Ls-3	Menifee	92584	3,130	\$362	A069
43043254	0080181770	222013-648174	326480936	LS-3-B	28400 Newport Rd A	Menifee	92585	3,665	\$398	A069
43316548	0080576421	222014-056906	374896173	LS-3-B	29994 Mccall Blvd Ls-3	Menifee	92584	1,264	\$236	A067
44144467	0081801017	222013-679905	317669950	LS-3-B	28993 Aldergate Dr Ls-3	Menifee	92584	4,267	\$439	A032
44144480	0081801045	222014-042833	317669950	LS-3-B	31018 Bradley Rd Ls-3	Menifee	92584	2,846	\$343	A011
44542713	0082372896	222014-070632	317669950	LS-3-B	32001 Antelope Rd Ls-3	Menifee	92585	2,110	\$293	A062
46681141	0085534723	222014-106047	317669950	LS-3	27690 Newport Rd Ls3	Menifee	92584	1,862	\$244	A050
48105255	0087600831	222014-104063	407383157	LS-3	29163 Newport Rd Ls-3	Menifee	92584			A037

EXHIBIT "B"
SCHEDULE OF SERVICES

Streetlight Timeline		SCE sends to CPUC	CPUC approval date	Financial Closing	SCE Transition Start	Phase 1 Transition (retrofit start)	Phase 2 (if needed)	Phase 3 (if needed)	Phase 4 (if needed)
Acquisition Process									
Retrofit, O&M, LED fixture, and financing GOALS			Retrofit, O&M service selection GOAL		Finance Closing and LED selection GOAL	LED fixture delivery date GOAL			
Menifee	Complete		8/5/2018	6/27/2019	1/14/2019	Est. Q4 2019			



May 29, 2019

Mr. Tyler Masters
Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501-3315

Subject: Amended and Restated Western Riverside Council of Governments Professional Services Agreement (Proposal No. 17-04) Consumer Price Index Adjustment (2.8%)

Extension Term: July 1, 2019 – June 30, 2020
Labor, Materials and Equipment Pricing Sheet

EXHIBIT "C"

Billing Rates

	Item	Description	Unit Cost
Project Development			
1	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with adhesive, no riveting or drilling will be performed. The pole tags will be installed at the same time as the LED fixture conversion.	\$10.00/pole
Project Implementation			
2	LED Replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$57.00/ Each
3	LED Replacement Decorative	This includes the cost for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of the database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$114.00/Each
4	House side shield installation As Separate call	This includes the cost for labor, equipment (trucks, lifts, tools, traffic control, etc.) and incidental materials needed for the installation. Includes update of the database. The cost does not include the cost of the shield itself.	\$64.00/Each

SIEMENS

Routine Maintenance - Pre-LED Conversion			
5	HPS Fixture Maintenance - Cobra (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS cobra head fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	\$1.59/Each
6	HPS Fixture Maintenance - Post Top Acorn (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS post top fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	\$3.60/Each
7	HPS House side shield Installation (labor, materials, equipment)	This includes the cost for each HPS house side shield installation that may be requested during the pre-retrofit stage. Costs include all labor, equipment and materials including the cost of the shield. These would be billed on an individual basis (not monthly or per pole being maintained).	\$65.79/Each
8	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$0.67/each/month
9	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the post top fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$2.06/each/month
10	LED Replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$58.60/Each
11	LED Replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of actual fixture.	\$117.19/Each

SIEMENS

12	House side shield installation	This includes the costs associated with the installation of a house side shield on a LED fixture excluding the cost of the actual shield. The costs should include labor, equipment, tools and incidental materials needed to complete a standard installation. This assumes a standard cobra head style fixture and a factory standard shield available for purchase (does not include custom installations and decorative fixtures).	\$65.79/Each
Extraordinary Maintenance (Reference pricing only- this scope will be quoted on time and material basis)			
13	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	\$4,728.80/Each
14	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	\$7,118.90/Each
15	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	\$169.62/Each
16	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	\$66.82/Each

SIEMENS

17	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variations in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	\$15.42/foot, or lump sum as quoted
18	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that a minimum of 5 poles and a maximum of 20 poles would be scheduled for painting as a group.	\$492.41/Each
19	USA Dig Alert	Siemens typically prices this service out on a per occurrence basis. This includes the following: Siemens technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	\$231.30/Each

1. Labor	Regular Time*	Overtime*	Premium Time*
Maintenance Superintendent	\$107.94	\$138.78	\$164.48
Foreman	\$107.94	\$138.78	\$164.48
Electrician	\$100.74	\$128.50	\$149.06
Laborer	\$87.38	\$118.22	\$138.78
Energy Engineer	\$185.04	N/A	N/A
2. Equipment	Rate per Hour		
Bucket Truck	\$28.78		
Service Truck	\$25.70		
3. Material Mark up (from actual invoice cost)			
Street light LED Retrofit			
Installation Materials	15%		
Street light Maintenance Materials	15%		

* Work hours are as follows:

- o Regular Hours – 7:30am to 4:00pm Monday Thru Friday except Holidays
- o Overtime
 1. Monday thru Friday after 4:00pm (for the first four hours)
 2. Saturday for the first 12 hours worked
- o Premium Time
 1. Monday thru Saturday After 12 working hours
 2. Sunday & Holidays all day (24 hours)

APPENDIX #5
Meniffee

This Appendix #5 to Agreement ("Appendix") by and between WRCOG, Consultant, and Meniffee ("Member Agency") is made and entered into this 27th day of June, 2019. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated March 27, 2018 with the exception of the term Member Agency, which for the purposes of this Appendix #5 will refer to Meniffee only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

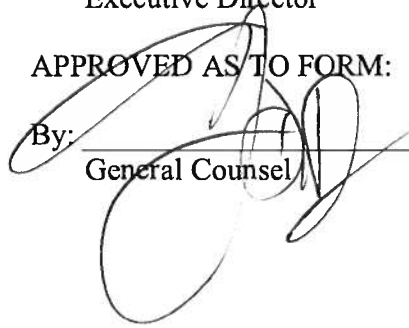
3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services, Schedule of Services, and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Appendix as of the date first written above.

WRCOG

By: 
Rick Bishop
Executive Director

APPROVED AS TO FORM:

By: 
General Counsel

Consultant

By: _____
Marcus Welz, CEO

By: _____
David Buchfuehrer, CFO

Member Agency

By: _____
Armando G. Villa, City Manager

ATTEST:

By: _____
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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Meniffee

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WRCOG


By: _____
Rick Bishop
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel

Consultant

By: _____
Marcus Welz
Vice President - ITS

By: _____
David Buchfuehrer
Head of Finance - ITS

Member Agency

By: _____
Armando G. Villa, City Manager

ATTEST:

By: _____
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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Meniffee

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WRCOG

By: _____
Rick Bishop
Executive Director

APPROVED AS TO FORM:

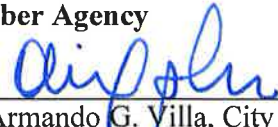
By: _____
General Counsel

Consultant

By: _____
Marcus Welz, CEO

By: _____
David Buchfuehrer, CFO

Member Agency

By:  _____
Armando G. Villa, City Manager

ATTEST:

By:  _____
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

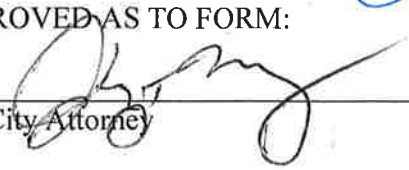
By:  _____
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

Siemens Intelligent Traffic System proposes the following scope of work for services related to the street lights located in the Western Riverside Council of Governments (WRCOG) subregion. These services include the turnkey services related to installation of LED street lights and the ongoing operations and maintenance of the street light systems for member jurisdictions. These services are extended to the street lights currently owned by the member jurisdictions, those to be purchased from Southern California Edison and any additional assets that are installed within the contract period. Siemens extends this contract for 5 years for date of execution, with the option for additional extension if agreed upon by all parties. All services included in the Scope of Services will be billed per the rates outlined in Exhibit C.

Project Development

The Project Development phase includes several key elements that must take place for member jurisdictions to effectively acquire street lights from Southern California Edison (SCE), efficiently convert to LED technology and begin operating and maintaining the system.

1. SCE Coordination- Facilitate the “Cut-Over” Process with SCE

Siemens will assist WRCOG and member jurisdictions in communication and scheduling with Southern California Edison representatives during the acquisition phase. Siemens will coordinate the development of an agreed upon schedule and geographic plan for the associated field work and cutover of assets from SCE to member jurisdictions. Specific scope includes:

- Participation in SCE calls
- Develop cut over schedule and work flow with SCE subcontractors
- Provide review of “fielding” data from SCE and associated subcontractors
- Update Street light database to include new street lights previously not included in valuations and other associated data corrections/modification/additions.
- Track billing adjustments from SCE as street lights are acquired
- Support WRCOG and its member jurisdictions with the Inventory, Inspection and Transition Activities as identified in the City’s Purchase and Sales Agreement (Agreement) with SCE
-

2. Street light pole tagging and field verification

Siemens will install street light pole tags during the installation of the LED street light fixture. The tags will either be furnished by WRCOG, member jurisdiction or by Siemens. The associated pole tags will be designed and approved with jurisdiction/regional street light numbering sequence by WRCOG and/or jurisdiction staff. Siemens will install pole tags and update the web based WRCOG database of information for each pole, referencing the associated pole number.

Siemens will verify street light asset attributes during the LED installation utilizing the web based WRCOG database. The information to be reaffirmed in the database upon conversion shall

include condition of asset, GPS coordinates for each asset, pole type, pole height, arm length, luminaire type, wattage, lamp type, voltage, general pole condition, service feed type: overhead or underground, city and SCE pole structure number (in the case the numbers are different) and description of point of demarcation between jurisdiction and SCE facilities.

3. Procurement Support- LED Material Selection and Design (optional)

Siemens can provide support in the process of selecting and procuring fixtures for the project and provide recommendations to the City for final approval. This service includes identifying material vendors, soliciting proposals from vendors and performing a detailed evaluation of material proposals submitted.

Fixture selection is typically based on a variety of factors that ultimately will lead to identification of the best solution for the customer. Some of the factors considered are:

- Fixture efficiency
- Demonstrated durability
- Material cost
- Availability/production lead times
- Design functionality
- SCE rebate eligibility
- Life-cycle cost

Concurrent with the evaluation of fixture alternatives, Siemens can provide additional design support. This includes evaluating basic standard lighting configurations which exist on various street types throughout a jurisdiction. This includes reviewing current existing light levels, performing photometric analysis and recommended replacement fixture standards to apply throughout the conversion process. The process of ordering and staging replacement LED fixtures will be greatly aided by establishing these conventions. These services will be billed at a time and material basis per the labor rates outlined in Exhibit C. In the event that Siemens provides procurement services, Siemens will waive the fees associated with this service.

Project Implementation

The implementation phase addresses the various tasks needed to convert each newly acquired street light with a suitable LED fixture and process all data, billing and rebate applications. Siemens will develop a City specific project plan which will include pre-construction meetings, staging of material, installation, and other acquisition and retrofit project milestones.

1. Procurement Support- LED Material Purchasing (optional)

Siemens can direct purchase associated material for the project as approved by the WRCOG and member jurisdiction. This procurement support extends to all associated materials, such as LED fixtures, photocells, pole tags, lighting controls, poles, mast arms and all other associated street light system components. Siemens can receive, warehouse and manage all material prior to installation and process all warranty information with manufacturers as needed. Warranty

information will be retained by Siemens with appropriate copies provided to the member jurisdiction for future use.

2. LED Fixture Installation

Siemens will coordinate and complete all aspects of the conversion of HID fixtures to LED fixtures. This includes coordinating with WRCOG staff regarding procurement, receiving materials at a jurisdiction facility during typical working hours, providing equipment and labor for the complete installation of LED fixture and associated materials and field update of WRCOG provided web based GIS database.

Prior to beginning conversion efforts, Siemens will coordinate all traffic control requirements with the member jurisdiction to gain approval for approved methods for various street configurations, including allowable working hours on arterials, in commercial areas and in residential neighborhoods. MUTCD standards will be adhered to.

Installation progress will be tracked on a daily basis by the project's Siemens Field Supervisor and Project Manager, and a brief status report that includes project status and any current issues will be provided to WRCOG and the jurisdiction on a weekly basis.

3. House Side Shield Installation

Siemens will install manufacturer approved house-side shields on LED street lights, as instructed by member jurisdiction. All requests for shields will be reviewed and approved by member jurisdiction staff prior to installation. Siemens can collaborate with member jurisdiction on specific strategies for implementing house side shields during the LED conversion. Siemens will install house-side shield on up to 10% of new LED street lights upon request, within the first year. Full cost of material and labor included in retrofit costs.

Siemens recommends that house side shields for LEDs be installed at sites where HPS fixtures currently have them. The like-for-like replacement can increase customer satisfaction and reduce the amount of visits to the same location.

4. HID Fixture Disposal

Siemens will be responsible for all fixture disposal and recycling. Disposal of existing luminaires and any other discarded materials will follow all applicable California Recycle and Disposal Laws. Siemens will produce a recycling plan, to be approved by the member jurisdiction. Following disposal, a manifest of disposal will be provided to the member jurisdiction, that specifies what was recycled, what was sent to the landfill, and how hazardous material was disposed of. Siemens reserves the right to select disposal and recycling firms. This includes use of approved bins and locations for temporary holding locations of fixtures, etc. All disposal costs, fees, etc. are included in the retrofit costs.

5. Record Documents

Following the completion of the implementation phase and City acceptance, Siemens will generate project close out documentation. This includes (but is not limited to) the following:

- Final Installation Data
- A summary report of the LED installation database information updated throughout the installation. This is based on the WRCOG provided web based database.
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the scheduled baseline.
- A summary of any scope changes that occurred

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility bill is correct.

Once the rebate is secured, the billing is verified then a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and attributed of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

Maintenance Phase

This phase will begin once a member jurisdiction pays SCE for a group of assets. This will be done in phases to be determined by SCE, the City and Siemens.

The maintenance phase will transition from initial maintenance of the existing poles with HID fixtures to maintenance of existing poles with new LED fixtures as the project progresses. Siemens will provide maintenance services for all fixtures acquired by the City from SCE and provide a monthly bill prorating the fixtures acquired throughout the previous month, by technology and fixture type.

General Maintenance will consist of all operations and repairs starting at the pull box or bottom of street light pole where the fuse holder or secondary power source necessary to keep all street lights operations, and associated wiring within the street light circuit.

1. Customer Service

Siemens will develop and implement a customer service portal for each member jurisdiction to effectively manage all incoming street light inquiries from public and from the member jurisdiction. General customer services include:

- 24/7 telephone and web based reporting service
- Web portal access for member jurisdiction and designated representatives
- Quarterly reporting/summaries of customer inquiry activity
- Customer service feedback survey

2. Routine Street light Maintenance Duties

A base monthly fee is established for maintenance of the street light system on a per month, per light basis. Siemens will respond to standard maintenance calls within 5 working days. The fee will reflect the total number of lights being served along with and adjustments for special fixtures/poles.

Routine Maintenance tasks include but are not limited to:

- RMA of LED Fixture (Shipping and handling)
- Warranty management of defective LEDs
- Traffic Control
- General Cleaning During Call Out
- Outage Nights Checks
- Photocell Replacement
- Fuse Replacement
- Fuse Holders Replacement
- Hand Hole Covers (up to 0.05% of stock, annually)
- False Calls

The fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. Annual services include:

- System problem assessment/diagnostics
- Repair and replacement of damaged/inoperable fixture material
 - For HID fixtures this can include repair or replacement of constituent parts. Such as lamps, ballasts, starters, reflectors, diffusers, etc.
 - For LED fixtures this can include repair or replacement of constituent parts. Such as drivers, lenses, and LED arrays. Typically LED fixtures will be covered under warranty and will be processed accordingly.
- Photocell repair and maintenance
- Hand hole cover replacement of standard hand hole covers. Limited to 0.05% of stock annually.
- Coordination with 3rd party attachment licensees
- Quarterly review of system operation (night check)
- General cleaning of fixture during maintenance call out
- Customer service portal operations
- LED fixture warranty processing

3. Extraordinary Street light Maintenance Duties

Siemens recognizes that there will be situations that can and will occur during the maintenance phase of the project that are best addressed individually based on the actual occurrence and not covered under a monthly fixture price. Items such as accidents resulting in the street lights being damaged and replaced or the need for specialized shielding devices are expected to

occur, though the frequency may vary considerably. These items are being defined as extraordinary maintenance and not included in the base monthly fee for standard maintenance. The following items have specifically been identified as extraordinary maintenance:

- 24/7 emergency response and securing field location for basic public safety. This would typically include pushing pole out of the right-of-way or from private property, taping off the area of the debris, capping/taping live wires, checking street light circuit and documenting all work activities for insurance purposes.
- Pole knockdown repair. Services can include:
 - removal of all associated spoils and debris from original installation
 - installation of new street light pole and associated system components
 - installation of associated foundation
 - Adjacent concrete repair/cap replacement
- House side shield installation (if occurs after year one)
- Overhead wiring replacement
- Pole graffiti abatement
- Pole painting
- USA Dig Alert services

EXHIBIT “B”
SCHEDULE OF SERVICES

Streetlight Timeline								
Acquisition Process	SCE sends to CPUC	CPUC approval date	Est. Financial Closing	SCE Transition Start	Phase 1 Transition (retrofit start)	Phase 2 (if needed)	Phase 3 (if needed)	Phase 4 (if needed)
Retrofit, O&M, LED fixture, and financing GOALS		Retrofit, O&M service selection GOAL		Finance Closing and LED selection GOAL	LED fixture delivery date GOAL			
Menifee								

**EXHIBIT “C”
COMPENSATION**

BILLING RATES

	Item	Description	Unit Cost
Project Development			
1	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. The pole tags will be installed at the same time as the LED fixture conversion.	\$10.00/pole
Project Implementation			
2	LED replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$57.00/ Each
3	LED replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$114.00/ Each
4	House side shield installation As Separate call	This includes the costs for installation only of new house side shields including labor, equipment (trucks, tools, etc.) and incidental materials needed for the installation. Includes update of database. The cost does not include the cost of the shield itself.	\$64.00/ Each
Routine Maintenance- Pre-LED Conversion			
5	HPS Fixture Maintenance – Cobra (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS cobra head fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb	\$1.55/ each/month

		replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	
6	HPS Fixture Maintenance – Post Top Acorn (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS post top fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	\$3.50/ each/month
7	HPS House side shield installation (labor, materials, equipment)	This includes the cost for each HPS house side shield installation that may be requested during the pre-retrofit stage. Costs include all labor, equipment and materials including the cost of the shield. These would be billed on an individual basis (not monthly or per pole being maintained).	\$64.00/ Each
Maintenance- Post LED Conversion			
8	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$0.65/ each/month
9	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the post top fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$2.00/ each/month
10	LED Replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$57.00/ Each
11	LED Replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$114.00/ Each
12	House side shield	This includes the costs associated with the installation of a house side shield on a LED fixture	\$64.00/ Each

	installation	excluding the cost of the actual shield. The costs should include labor, equipment, tools and incidental materials needed to complete a standard installation. This assumes a standard cobra head style fixture and a factory standard shield available for purchase (does not include custom installations and decorative fixtures).	
Extraordinary Maintenance <u>(Reference pricing only- this scope will be quoted on time and material basis)</u>			
13	Knockdown pole replacement No foundation	<p>This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$4,600.00/ Each

14	Knockdown pole replacement with foundation	<p>This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$6,925.00/ Each
15	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	\$165.00/ Each
16	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	\$65.00/ Each
17	Overhead wiring replacement	<p>Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p>	\$15/foot, or lump sum as quoted
18	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that a minimum of 5	\$479.00/ Each

		poles and a maximum of 20 poles would be scheduled for painting as a group.	
19	USA Dig Alert	Siemens typically prices this service out on a per occurrence basis. This includes the following: Siemens technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	\$225.00/ Each

Siemens will evaluate maintenance contract values annually and discuss any needed adjustments with member jurisdictions. Siemens typically utilizes the US Consumer Price Index to calculate annual escalations.

Schedule of Values- Time and Material Rates

1. Labor	Regular Time*	Overtime*	Premium Time*
Maintenance Superintendent	\$105.00	\$135.00	\$160.00
Foreman	\$105.00	\$135.00	\$160.00
Electrician	\$98.00	\$125.00	\$145.00
Laborer	\$85.00	\$115.00	\$135.00
Energy Engineer	\$180.00	N/A	N/A
2. Equipment		Rate per Hour	
Bucket Truck		\$28.00	
Service Truck		\$25.00	
3. Material Mark up (from actual invoice cost)			
Street light LED Retrofit Installation Materials		15%	
Street light Maintenance Materials		15%	

* Work hours are as follows:

- Regular Hours – 7:30am to 4:00pm Monday Thru Friday except Holidays
- Overtime
 1. Monday thru Friday after 4:00pm (for the first four hours)
 2. Saturday for the first 12 hours worked
- Premium Time
 1. Monday thru Saturday After 12 working hours
 2. Sunday & Holidays all day (24 hours)

**FIRST AMENDMENT TO
THE AMENDED AND RESTATED
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to the Amended and Restated Western Riverside Council of Governments Professional Service Agreement ("First Amendment") is made as of 22 day of November, 2019 by and between the **Western Riverside Council of Governments, a California public agency** ("WRCOG") **Siemens Mobility, Inc., a Delaware corporation** ("SMI") and **Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation** ("Siemens Industry"). The WRCOG and SMI are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the WRCOG and Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation ("Siemens Industry") entered into a Professional Services Agreement ("Original Agreement") on December 18, 2017.

WHEREAS, the WRCOG and Siemens Industry amended and restated the Original Agreement on March 27, 2018, to include additional language ("Agreement").

WHEREAS, the WRCOG and SMI now wish to amend the Agreement to include the transfer and assignment of the Agreement and a CPI increase.

TERMS

NOW, THEREFORE the parties enter into this First Amendment to the Agreement:

1. Transfer and Assignment of Agreement. The Agreement previously held by Siemens Industry is transferred and assigned to SMI. SMI hereby expressly and unconditionally assumes all the rights, duties and obligations of Siemens Industry under the Agreement. SMI hereby agrees to observe and fully perform all of Siemens Industry's obligations under the Agreement, and to be subject to all the terms and conditions thereof.

2. CPI Increase. Section 3.3.6 is hereby added to the Agreement to read as follows:

3.3.6. CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year (commencing July 1, 2019), in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, SMI may request, on or before

March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

3. Modification: No alteration or variation of the terms of this First Amendment to the Agreement shall be valid unless made in writing and signed by the parties hereto.

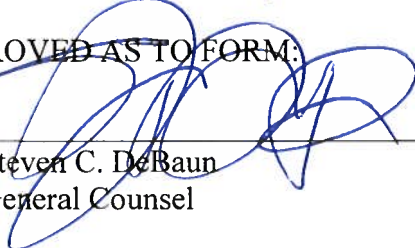
4. Continuation of Existing Provisions. Except as amended by this First Amendment, all provisions of the Agreement including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this First Amendment.

Dated this 22nd of November, 2019.


WRCOG

By: 
Rick Bishop, Executive Director


APPROVED AS TO FORM:

By: 
Steven C. DeBaun
General Counsel

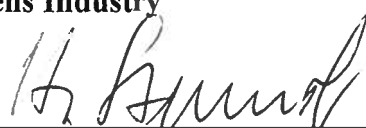
SMI

By: 
Name: Marcus Welz
Its: VP-ITS

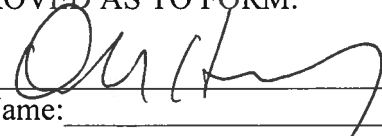
APPROVED AS TO FORM:

By: 
Name: David Buchfuehrer
Its: Head of Finance -ITS

Siemens Industry

By: 
Heribert Stumpf
Executive Vice-President & CFO

APPROVED AS TO FORM:

By: 
Name: _____
Its: _____

David Hopping
President & CEO