

SERVICES AGREEMENT

SIEMENS INDUSTRY, INC.

Electrical Maintenance at Riverside's Three Power Plants (RFP No. 2062)

On this _____ day of _____, 2021, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **SIEMENS INDUSTRY, INC.**, a Delaware corporation authorized to do business in California ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Electrical Maintenance at Riverside's Three Power Plants (RFP No. 2062) ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the term beginning October 1, 2021, to October 1, 2026, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two additional one-year periods, upon mutual written agreement of the parties.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed One Million Nine Hundred Seventy-Seven Thousand Seven Hundred Sixteen Dollars (\$1,977,716.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in

writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: James Perez
3900 Main Street
Riverside, CA 92522

To Contractor

Siemens Industry, Inc.
Attn: George Zhou
1000 Deerfield Pkwy.
Buffalo Grove, IL 60089

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

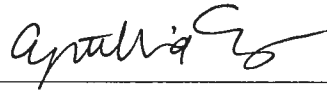
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

SIEMENS INDUSTRY, INC.,
a Delaware corporation authorized to do
business in California

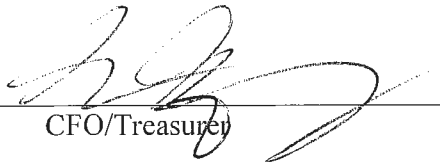
By: _____
City Manager


By: 
Cynthia Eng
[Printed Name]

Attest: _____
City Clerk

Branch General Manager
[Title]

Certified as to Availability of Funds

By: 
CFO/Treasurer

By: 
Dirk Glass
[Printed Name]

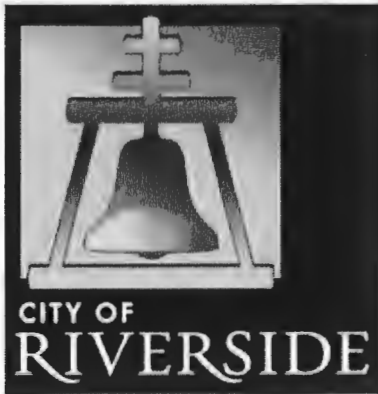
Sr. Director Finance
[Title]

Approved as to Form:

By: 
Assistant City Attorney

Digitally
signed by
Marquez
Chelsie
Date:
2021.09.02
08:07:44
-07'00'

EXHIBIT "A"
SCOPE OF SERVICES



Siemens Industry Inc.
1000 Deerfield Pkwy,
Buffalo Grove, IL 60089

Electrical Services
Bret Johnson
Siemens Industry, Inc.
Mobile: 657-238-6913
bret.johnson@siemens.

City of Riverside

Electrical Maintenance at Riverside's Three Power Plants

Contract No: (RFP) #2062

Due Date: 3/3/2021 2PM

Contract Term Dates: 10/1/2021 through 10/1/2026 with the option to extend two additional 1 year terms



Summary of Proposal

In response to City of Riverside, Siemens offers a comprehensive solution that will address the following;

1. Form an alliance with the most highly qualified service provider to Maintenance and Testing Services
2. Support City of Riverside in all facets of related scope which will meet and or exceed your business goals and objectives

February 28th, 2021

City of Riverside
Public Utilities - Generation Department
3900 Main Street
Riverside, California 92522

SUBJECT: Electrical Maintenance at Riverside's Three Power Plants (RFP) #2062

Siemens Industry Inc. is pleased to provide the enclosed proposal in response to the City Riverside District Electrical Maintenance at Riverside's Three Power Plants. We trust you find that our response is detailed and clearly defines our approach to the requirements outlined by Riverside.

Siemens Industry, Inc has been in the business of engineering excellence, innovation, quality, and reliability for 175 years. Our Electrical Services Division is compiled of highly skilled technicians, project managers, and electrical engineers with PE licenses in the state of California. Siemens has existing contracts with city government, commercial, industrial, and branches of the military to ensure NFPA and OSHA compliance to their electrical infrastructure. Keeping your facility and its operations performing at their best requires your electrical systems infrastructure to deliver – reliably and efficiently. The costs of downtime are great, in terms of both lost productivity and equipment replacement, as are the costs of operating inefficient or unsafe systems. To ensure maximum uptime and sustained performance, you need a trusted partner who can provide a planned program of scheduled maintenance.

We appreciate the opportunity to provide this proposal and look forward to serving Riverside. The entire Siemens team of engineers, project managers, and technicians are committed to complete satisfaction through world-class technical expertise and customer service.

We look forward to further discussing our proposal in detail.

Bret Johnson

Electrical Services
Bret Johnson
Siemens Industry, Inc.
Mobile: 657-238-6913
bret.johnson@siemens.com

Quote For:
February 23, 2021
City of Riverside
Riverside, CA

Siemens is pleased to offer this proposal for a multi-year Technical Service Agreement (TSA) on electrical distribution equipment at your facility. The offer detailed herein is based on Customer's RFP that serves as the basis of the Siemens work scope and pricing.

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project. This proposal will remain in effect for 30 days from February 23, 2021.

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UNRESTRICTED INFORMATION
THIS PROPOSAL INCLUDING ALL OF ITS ATTACHMENTS, EXHIBITS, APPENDICES, ETC., "PROPOSAL" IS PROVIDED AS-IS FOR YOUR EVALUATION OF SIEMENS INDUSTRY, INC. "SIEMENS" AS THE PROVIDER OF ~~UNRESTRICTED~~ INFORMATION THAT IS UNRESTRICTED TO AND SOLELY OWNED BY SIEMENS. YOUR ACCEPTANCE, VIEWING OR STORAGE OF THIS PROPOSAL IS AN ACKNOWLEDGMENT OF A UNRESTRICTED RELATIONSHIP BETWEEN YOU AND SIEMENS. WE REQUIRE THAT THIS PROPOSAL BE RETURNED OR DESTROYED WHEN NO LONGER REQUIRED FOR THE PURPOSE IDENTIFIED HEREIN. THIS PROPOSAL AND ANY INFORMATION OBTAINED FROM THIS PROPOSAL MAY NOT BE REPRODUCED, TRANSMITTED, COPIED, OR OTHERWISE USED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF SIEMENS. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE HEREBY REJECTED BY SIEMENS.

Program Services:

Siemens will provide Field Service Representatives with the required equipment to perform the following services in the designated years over the duration of the Agreement.

- Switchgear
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Inspect for loose cable connections and signs of overheating. A torque wrench may be used to verify bolted connections for current carrying devices.
 - Inspect for rust, corrosion, and deterioration
 - Inspect shutter assemblies
 - Inspect stab fingers and vertical bus
 - Verify enclosure gaskets and replace as necessary
 - Lubricate all sliding surfaces. Electrical contact lubricant is required for primary and secondary disconnects.
 - Verify breaker trolley operation
 - Perform insulation resistance testing
 - Perform Digital Resistance Ohmmeter (DLRO)/DUCTOR testing
 - Verify all heater circuits are working properly (when applicable).
 - Interlocks performing properly
 - Perform ground test (fall of potential)
 - Control Power Transformers
 - Inspect
 - Verify fuse ratings
 - Insulation Resistance
- **Optional testing not included in this proposal for LVSG**
 - Check surge protective device
 - Check high resistance ground system (HRG)
 - Voltage Transformers
 - Ratio
 - Insulation resistance
 - Fuse Continuity
 - Current Transformers
 - Ratio and Polarity
 - Saturation
 - Burden of the circuit
 - Battery System
 - Impedance testing
 - Load bank testing
 - Lightning Arrestors
 - Insulation resistance
- Breakers
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Primary-power path checks
 - Inspection of primary disconnects
 - Stored-energy operator-mechanism checks
 - Maintenance and lubrication
 - Fastener check

- Manual-spring charging check
- Electrical-control checks
- Wiring and terminals checks
- Secondary-disconnect check
- Automatic spring-charging check
- Insulation test
- Contact-resistance test
- Inspection and cleaning of circuit breaker insulation
- Trip unit testing with secondary test set

Optional testing not included in this proposal for LV Breakers

- LV Breakers
 - Primary Current Injection

LV MCC

- Motor Control Center
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary Verify electrical connections match drawings
 - Manually exercise all switches, circuit breakers, contactors, magnetic devices, and other operating mechanisms several times
 - Check all devices for missing or broken parts, proper spring tension, free movement, rusting or corrosion, dirt, and excessive wear
 - Make sure that no fuses, overload relays, incomplete sequence relays, shunt trips, ground fault protection assemblies, electrical interlocks, or trip contacts from any of these devices are strapped, bypassed, or defeated in any manner
 - Verify all heater circuits are working properly (when applicable).
 - Perform insulation resistance test on main bus
 - Perform contact resistance test across entirety of bus
 - Torque all accesible connections and on overload devices will verify

Optional testing not included in this proposal for LV MCC

- Torque all primary power connections
- Current inject overload devices

Switchboard

- Switchboard
 - Verify power meters power up with no errors
 - Test main bus for insulation resistance and contact resistance
- Breakers
 - Inspect for damage and cleanliness
 - Test for insulation resistance and contact resistance
 - Trip unit testing with secondary test set (when applicable)

Optional testing not included in this proposal for Switchboards

- Switchboard
 - Torque all primary power connections

MV Switchgear

- Switchgear
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Verify that the equipment is clean, dry, and free of debris.
 - Incoming primary and secondary connections properly made and checked for shorts or undesired grounds
 - Verify all shutters operate properly.
 - Verify all covers/panels are installed.
 - Mechanical and Electrical interlocks perform properly.
 - All filters in vent areas are clean and free of shipping or construction material
 - Perform contact resistance test across entirety of bus
 - Perform contact resistance test from main incoming breaker to each breakers load connection
 - Perform insulation resistance test on high-voltage circuit
 - Perform high-potential test at manufacturers' recommended voltage – pass/fail result only

[illegible]

- Verify all heater circuits are working properly (when applicable).
- When applicable: Verify the key interlock system.
- Voltage Transformers / Control power Transformers
 - Ratio
 - Insulation resistance
 - Fuse Continuity
- Breakers
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Primary-power path checks
 - Verify the breaker racks into test and connected freely
 - Inspection of primary disconnects
 - Stored-energy operator-mechanism checks
 - Maintenance and lubrication
 - Fastener check
 - Vacuum bottle and contact-erosion check (if applicable)
 - Arc chute removal, primary contact inspection/cleaning (if applicable)
 - Open, close, Trip, and charge each circuit breaker manually and electrically
 - Wiring and terminals checks
 - Secondary-disconnect check
 - High-potential test
 - Insulation test
 - Contact-resistance test
 - Inspection and cleaning of circuit breaker insulation
 - Functional tests
 - Breaker travel test
 - Pickup tests on trip and close coils

Optional testing not included in this proposal for MV Switchgear

- MV Switchgear
 - Torque all primary power connections
- Current Transformers
 - Ratio and Polarity
 - Saturation
 - Burden of the circuit
- Lightning Arrestors
 - Insulation resistance

MV MCC

- Motor Control Center
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Manually and electrically exercise all operating mechanisms, interlocks, contactors, magnetic devices, and other devices to make certain that they are properly aligned and operate freely
 - Verify all heater circuits are working properly (when applicable).
 - Perform contact resistance test across entirety of bus
 - Perform insulation resistance test on high-voltage circuit
 - Perform high-potential test at manufacturers' recommended voltage
 - Test voltage transformers for ratio and insulation resistance
 - Voltage Transformers
 - Ratio
 - Insulation resistance
 - Fuse Continuity
- Contactors
 - Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary.
 - Inspect for any moisture or signs of previous wetness or dripping inside the controller.

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- Check all devices for missing or broken parts, proper spring tension, free movement, rusting or corrosion, dirt and excessive wear
- Examine all readily accessible insulating parts for cracks or breakage and for arc splatter, sooty deposits, or oil.
- Vacuum bottle and contact-erosion check (if applicable)
- Arc chute removal, primary contact inspection/cleaning (if applicable)
- Perform the following electrical test
 - Vacuum-integrity check
 - High-potential test
 - Insulation test
 - Contact-resistance test

Optional testing not included in this proposal for MV MCC

- Motor Control Center
 - Torque all primary power connections
- Current Transformers
 - Ratio and Polarity
 - Saturation
 - Burden of the circuit

Dry Type Transformer

- Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary. Verify electrical connections match drawings
- Visual, Mechanical & Electrical inspection for every three year.
- Visual inspect for damage
- Inspect for loose cable connections and signs of overheating and voltage creepage. A torque wrench may be used to verify bolted connections for current carrying devices.
- Inspect for rust, corrosion, and deterioration
- If present, verify transformer temperature controller and fans operate correctly
- Perform insulation resistance testing including Polarization Index (PI)
- Perform turns ratio testing on as-found tap
- Perform excitation current test
- Verify core ground

Optional testing not included in this proposal for Dry Type Transformers

- Power Factor Testing (Overall, tip-up)
- Winding resistance testing
- Lightning Arrestor tests

Liquid Filled Transformer

- Clean equipment of accumulated dust, dirt, oil films, and other foreign material by vacuum cleaners, dusting, and solvents, as necessary. Verify electrical connections match drawings
- Visual, Mechanical & Electrical inspection for every three year.
- Visual Inspect for damage
- If present, verify transformer temperature controller and fans operate correctly
- Perform insulation resistance test with Polarization Index
- Perform transformer turns ratio on in use tap
- Test core ground if isolation is possible
- Power Factor Testing (overall, excitation current, bushings)
- Bi-annual oil sampling

Optional testing not included in this proposal for Liquid Filled Type Transformers

- Winding resistance tests
- Sweep Frequency (SFRA) testing
- Lightning Arrestor tests
- Load Tap Changer (LTC) inspection and ratio test on all taps

Relay Maintenance Testing

- Microprocessor Relays
 - Test all enabled protective functions

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- Confirm in use Input and Output operation
- Verify Analog inputs Voltage and Currents are within tolerance

Battery System Testing

- Visually inspect batteries, racks, charger, room.
- Record battery system float voltage and current at battery terminals.
- Record charger output voltage and current. Correct if needed.
- Record ambient/room temperature.
- Make sure ventilation system is operational.
- Inspect system for unintentional battery grounds.
- Record voltage and temperature of ALL cells/blocks at the negative terminal.
- Record the internal impedance value of ALL cells/blocks.
- Record internal resistance value of ALL cell-to-cell and terminal connections.
- Perform load test on first year with the option to perform in year six.
- Quarterly Maintenance interval on the Clearwater batteries is included.

Equipment covered under this proposal:	
RERC	Qty.
LV Switchgear	2
LV Power Breakers	33
LV Switchboards/MCCs	8
LV Molded Case Breakers/MCC Buckets	229
MV Switchgear	8
MV Vacuum Breakers	31
MV MCC	2
MV Contactors	11
Protective Relays	50
Liquid Filled Transformers	8
Battery Systems	10
Springs	Qty.
LV Switchgear	1
LV Power Breakers	7
LV Switchboards/MCCs	1
LV Molded Case Breakers/MCC Buckets	69
MV Switchgear	1
MV Vacuum Breakers	8
Protective Relays	6
Dry Type Transformers	2
Battery Systems	7
Clearwater	Qty.
LV Switchgear	1
LV Power Breakers	9
LV Switchboards/MCCs	3
LV Molded Case Breakers/MCC Buckets	55
MV Switchgear	1
MV Vacuum Breakers	5
Protective Relays	12
Liquid Filled Transformers	1
Dry Type Transformers	8
Battery Systems	3

Program Schedule:

Preventive Maintenance (PM) and testing services detailed in this document will be performed in the years listed below.

Equip	2021	2022	2023	2024	2025	2026	2027
LV Switchgear and Breakers	X	X	X	X	X	X *	X *
LV Switchboards/MCCs	X	X	X	X	X	X *	X *
MV Switchgear and Breakers	X	X	X	X	X	X *	X *
MV MCC	X	X	X	X	X	X *	X *
Transformers – Testing			X			X *	
Transformers – Oil Sampling	XX	XX	XX	XX	XX	XX*	XX*
Protective Relays					X		
Battery Systems and UPS	X	X	X	X	X	X *	X *

Scheudle

- RERC
 - Annual PM 2021-2027
 - Shifts (day)
 - 5 Field Service Engineers
 - Duration: 5 workdays, 10 hours per day
 - 3 Year PM Transformer Testing 2023
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 5 workdays, 8 hours per day
 - 5 Year PM Relay Testing 2025
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 5 workdays, 10 hours per day
 - Bi-annual Transformer Oil Sampling 2021-2027
 - Visit 1 to occur during annual PM
 - Visit 2 will consist of 1 Field Service Engineer for (1) 8 hour workday
 - 6 Year PM (Optional) Transformer Testing 2026
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 5 workdays, 8 hours per day
- Springs
 - Annual PM 2021-2027
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 4 workdays, 8 hours per day
 - 3 Year PM Transformer Testing 2023
 - Shifts (day)
 - 2 Field Service Engineer
 - Duration: 1 workdays, 8 hours per day
 - 5 Year PM Relay Testing 2027
 - Shifts (day)
 - 2 Field Service Engineer
 - Duration: 1 workdays, 8 hours per day

- 6 Year PM (Optional) Transformer Testing 2026
 - Shifts (day)
 - 2 Field Service Engineer
 - Duration: 1 workdays, 8 hours per day
- Clearwater
 - Annual PM 2021-2027
 - Shifts (day)
 - 2 Field Service Engineer
 - Duration: 4 workdays, 8 hours per day
 - 1 Year PM Transformer Testing Starting 2021
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 2 workdays, 8 hours per day
 - 4 Year PM Transformer Testing 2024
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 2 workdays, 8 hours per day
 - 5 Year PM Relay Testing 2025
 - Shifts (day)
 - 2 Field Service Engineer
 - Duration: 2 workdays, 8 hours per day
 - Bi-Annual Transformer Oil Sampling 2021-2027
 - Visit 1 to occur during annual PM
 - Visit 2 will consist of 1 Field Service Engineer for (1) 4 hour workday
 - 7 Year PM Transformer Testing 2027 (Optional)
 - Shifts (day)
 - 2 Field Service Engineers
 - Duration: 2 workdays, 8 hours per day

The customer will be responsible for the following:

1. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
2. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer-provided access authorization or training is delayed.
3. Provide sufficient advance notice of any necessary changes in outage schedule or equipment availability to facilitate effective work planning by Siemens.
4. Provide complete as-built drawings and documentation for existing power system, equipment and systems to be serviced (e.g. one line drawings, OEM documentation, wiring diagrams, schematics, interface and interconnection drawings, etc.).
5. Provide protective device settings per Customer's coordination study for use by Siemens in verifying settings during testing.
6. Establish necessary safe work clearances around adjacent energized equipment, as required by Siemens.
7. Perform lock-out and tag-out of equipment per industry standards, and allow Siemens personnel to apply their own locks, as deemed necessary for safety.
8. Apply system grounds per applicable safety code requirements & remove when work is complete.
9. Perform all required switching (opening and closing of breakers, switches, etc.) to de-energize equipment and electrically isolate as required for servicing and permit a continuous progression of work.
10. Make equipment continuously available for the required time period to complete the subject services.
11. Provide security for the work area, customer's processes and all areas to be accessed & used by Siemens.
12. Provide indoor, secure, environmentally controlled storage & laydown areas as required for staging of Siemens materials and tools.

13. ESTIMATED INFORMATION

13. Make all service entry disconnect arrangements and pay all associated costs for services provided by the local utility company, as applicable.
14. Provide, install, operate & remove any temporary power necessary for customer processes and operations.
15. Provide all necessary electrical power for Siemens' test instruments and equipment within 25' of the area where the work will be performed.
 - i. For the Clearwater site, Siemens will be providing the necessary test instruments and equipment.
16. Provide control power source as may be required for equipment functional testing.
 - i. For the Clearwater site, Siemens will be providing the test power.
17. Provide a bucket truck and operator dedicated full time to assisting Siemens when services are being performed on equipment that requires accessing overhead equipment, connections, etc. Siemens can provide this, if necessary, at additional cost.
18. Disconnect and reconnect cables for testing. This must be accomplished in a manner that allows the Siemens testing crew to move from one set of cables to the other without delay.
 - i. For the Clearwater site, Siemens will be responsible for disconnecting and reconnecting of cables for testing process if required.
19. Disconnect and reconnect transformers for testing. This must be accomplished in a manner that allows the Siemens testing crew to move from one set of cables to the other without delay.
 - i. For the Clearwater site, Siemens will be responsible for disconnecting and reconnecting for transformer testing if required.
20. Remove breakers from cells and transport to testing area. Upon completion of testing, move breakers back to switchgear and reinstall.
 - i. For Clearwater site, Siemens will be responsible for removing breakers from cells and transport for testing. Upon completion of testing, Siemens will move breakers back into switchgear and reinstall if required.
21. Coordinate all other contractor operations at the site to avoid interference with Siemens' work.
22. Provide portable water and restroom facilities for Siemens personnel.
23. Obtain & pay for required local jurisdiction authorizations or permits, as applicable.

1. Siemens will provide a Service Report containing observations, test data and recommendations after each service visit
2. Siemens will provide standard industry safety equipment required by Siemens Safety Guidelines and in compliance with pertinent standards, consistent with the typical hazards associated with the standard installation work scope as outlined in the Manufacturer's OEM standards and requirements.

- A. Employee PPE – Safety glasses, Hardhats, and safety shoes
- B. Fall Protection – Full body harness, lanyards, and safety railing (as required)
- C. Assured Grounding – GFI receptacles, static grounds
- D. Complete final reporting upon completion of work scope & provide daily reports as applicable

1. Agreement is limited to the equipment listed herein.
2. PM outage work must be scheduled a minimum of 60 days in advance. Customer is responsible for scheduling & executing the required outages & switching equipment out of service to facilitate completion of the planned work within the outage time constraints.
3. Only de-energized equipment will be serviced.
4. It is presumed that Customer's equipment, control systems, interlocks, circuits, etc. that interface with or in some manner affect the performance of the subject equipment will be operating properly at the time that the PM services are performed.

5. Siemens personnel will not operate or perform switching that will energize or de-energize any portion of the customer's electrical system or operate any equipment (powering on or off of equipment).
6. Hazardous material handling and/or removal, including but not limited to the items listed below are excluded from this offer. Any such hazardous materials on equipment, or in areas where work is to be performed, are to be identified by Customer, and Customer must perform any required removal/abatement prior to Siemens beginning work. If a hazardous material is encountered during the project, Siemens will stop work and advise Customer. Work will restart after the material has been satisfactorily removed and an exposure threat no longer exists.
 - Asbestos
 - Lead paint
 - Polychlorinated Biphenyl (PCB)
 - Contaminated soil
7. Siemens reserves the right to work only when safety practices are acceptable to Siemens.
8. This proposal does not consider VAT, tariffs, import/export duties or any other fees in final pricing.
9. Development of : Site test plans, checklists, or similar are considered additional work. Field Service will provide a report detailing the scope of work listed in this proposal, it's results, and any issues or concerns upon completion of the project.

Exclusions:

The following items are excluded, unless specifically addressed under *Scope of Work*. These services can be performed upon request at additional cost.

1. Gas removal and/or internal inspection of SF6 breakers
2. Supply of a bucket truck with operator or man-lift
3. Power cable testing
4. Infrared scanning
5. Analytical studies, i.e. short circuit, coordination & arc flash
6. Local jurisdiction fees and permits
7. Checkout of control or communication circuits exterior to the subject equipment
8. Automated control, power monitoring, SCADA or DCS system testing
9. Assisting third party testing firms
10. Training

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Rate Sheet for Troubleshooting not exceed \$75,000.00 per year:

Standard T&M Rate		ST	OT	DT
Los Angeles	Project Manager	\$170.00	\$255.00	\$ 340.00
	Specialist	\$234.00	\$351.00	\$ 468.00

City of Riverside Rate		ST	OT	DT
Los Angeles	Project Manager	\$150.00	\$212.50	\$289.00
	Specialist	\$200.00	\$250.00	\$340.00

Material will be charged at going rate plus 15% mark up

Troubleshooting T&M rates is based on the duration of seven years from the submittal of the PO date.

Company Information

Siemens Corporation is a U.S. subsidiary of Siemens AG, a global technology powerhouse that has stood for engineering excellence, innovation, quality, reliability, and internationality for more than 175 years. With 343,000 employees in more than 200 countries, Siemens reported worldwide revenue of approximately \$100 billion in fiscal 2017. Siemens in the USA reported revenue of \$22.9 billion, including \$5.2 billion in exports, and employs approximately 46,000 people throughout all 50 states and Puerto Rico.

With the specialized capabilities of our engineers, technicians, and project managers, coupled with our manufacturing capabilities and knowledge of power distribution products, Siemens is positioned to apply the appropriated resources to the Riverside electrical testing project to ensure a smooth, seamless approach to this project. Siemens Electrical Services is not involved in any pending litigation that would affect our ability to provide our solutions and services to Riverside.

Management Approach

The Siemens team knows that a key element of our ability to manage successfully activities and resources across multiple projects is to implement standard processes within a standardized framework. The phases of the Project Management Lifecycle provide the framework and our Quality Management and Continuous Process Improvement activities ensure the most effective management processes possible are consistently in place throughout the project lifecycle. Our approach supports contract-level management activities as well as activity management and it encompasses each phase of the project management lifecycle: Planning, Execution, Monitoring, and Closeout. In addition, our team personnel are able to objectively measure achievement of goals and justify their decisions to move ahead, correct, or terminate. These proven, repeatable, and documented processes, implemented on all projects Siemens performs worldwide, ensure each customer receives a commercial best practice method for achieving program success

From our experience supporting contracts that are similar to Riverside, Siemens knows that the unanticipated events can cause fluctuations during the contract's period of performance. Reasons why fluctuations can occur include, but are not limited to, changes in contract or project requirements and unanticipated schedule changes. We base our methodology for managing fluctuations on guidelines on the "PM@Siemens" processes. PM@Siemens provides a proven successful framework for project planning, cost management, quality, continuous process improvement, and project control. By adhering to these management standards and processes, Siemens delivers projects on time, within budget, and to customer expectations. **Few competitors possess the project and program rigor provided by our documented framework processes based on PML and PM@Siemens.** These processes provide the corporate success to Siemens projects worldwide to benefit positively our customers including Riverside.

Management, Execution, and Control of the Contract and Project:

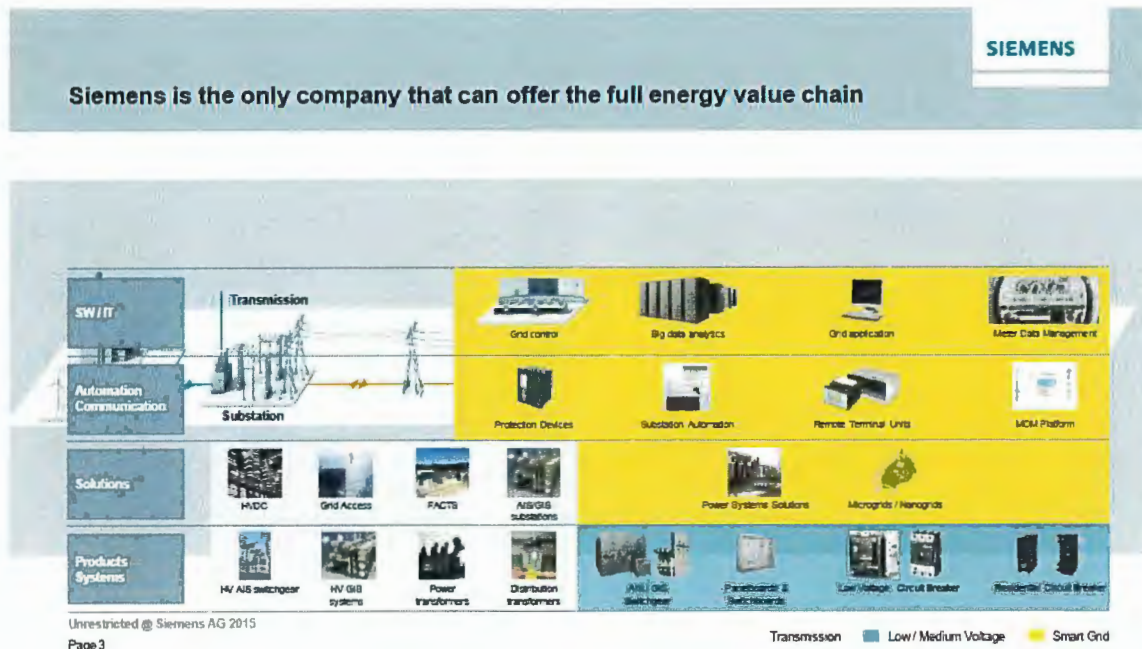
Our Operations Manager is responsible for the management, execution, and control of the contract overall. The PM(s) are responsible for the management, planning, risk management, quality, and control of the projects. The PM(s) may manage multiple projects and oversee the Sites.

Contract Administration/Management

Contract Management is an administrative/legal function performed by specialists in our corporate Contracts office. Siemens' Contracts Manager has access to Siemens contracts and legal resources and has the authority to act on contract matters.

Project Management

PM@Siemens is a disciplined project management process that encompasses the entire project workflow, from project pre-acquisition to the final delivery and contract close. Implementing the system ensures project objectives are met by planning, monitoring and measuring, and taking corrective actions when necessary. PM@Siemens practices are built on the Project Management Institute's Project Management Body of Knowledge (PMBOK) Guide and established recommendations and rules for professional project management at Siemens.



Contacts

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Experiences and References

1. Aerojet Rocketdyne



Service Location:

2001 AEROJET RD
RANCHO CORDOVA, California 95742-6418
United States of America

Location Contact:

John L'Engle
Maintenance Team Leader Site Energy Team Lead Facilities & Plant Operations
O (818) 586-5194 or C (818) 746-6433
John.l'engle@rocket.com

Work Completed 1/08/2020 for the following below:

Item #1 – Electrical Services Maintenance and Testing

- a. Siemens shall supply Field Technicians to support Aerojet Rocketdyne on annual maintenance as described in Sub Station Specification 190925.
 - Siemens to coordinate with end user on scheduling
 - Supply all necessary manpower, tools and testing equipment to complete maintenance during shutdown
 - Equipment Includes
 - MV Breakers
 - MV LI Switches
 - Substation Transformer
 - LV Breakers
 - Relays

2. VA Sepulveda



Service Location:

16111 Plummer Street
Sepulveda, CA 91343-2036

Location Contact:

Edward Hunt (Ed)
Cell: (818) 770-0976 Office: (818) 891-7711, Ext 38839
ard.hunt1@va.gov

Work Completed 08/29/2021

On August 29, 2020, electrical switchgear maintenance was performed at VA

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Sepulveda located at 16111 Plummer Street in North Hills, California. The equipment of focus during the maintenance outage was the following.

Building 1 "Indoor"

T23

- (1) LIS
- (1) 300kVA (Oil-Type Transformer)

T24

- (1) LIS
- (1) 150kVA (Oil-Type Transformer)

Building 21 and 22 "Outdoor"

T1

- (1) LIS
- (1) 500kVA (Oil-Type Transformer)

Building 23 "Outdoor"

- (1) 225kVA (Oil-Type Transformer)

Building 25 "Outdoor"

- (1) LIS
- (1) 225kVA (Oil-Type Transformer)
- (2) 800A Circuit Breaker

Building 63 "Outdoor"

T13

- (1) LIS
- (1) 150kVA (Dry-Type Transformer)

Building 103 "Outdoor"

- (1) 150kVA (Oil-Type Transformer)

3. AES



Service Location:

AES Energy
21730 Newland St,
Huntington Beach, California (CA)

Location Contact:

Nam Bui
714-333-8367
Nam.bui@aes.com

Work Completed 2/23/2021 for the following work below

1. Medium-Voltage (5-38kV) - Allis-Chalmers Service

Provide two (2) field service engineers for Four (4) 8-hour days to perform factory recommended

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maintenance on twenty-Five (25) Siemens-Allis Air Breakers.

- Customer will remove the breakers from the switchgear and have the breakers staged so that the Siemens engineers can focus on cleaning, lubricating and testing.
- Unit 1 has (9) 1200 and (2) 2000 AMP Circuit Breakers
- Unit 2 has (11) 1200 and (3) 2000AMP Circuit Breakers

4. Hyperion



Service Location:

Hyperion Water Reclamation Plant
12000 Vista Del Mar
Playa Del Rey CA 90293

Location Contact:

Adis Gharibian
818-823-3899 or 310-648-5133
adis.gharibian@lacity.org

A.Item #1 –Hyperion WWTP 38KV Breaker Maintenance

1.SiemensField Technicians to mobilize to site to 38KV SF6 breaker maintenance and inspection as described below.

i.Equipment BOM

1.QTY Siemens (15) SF6 Circuit Breakers with (6) bushing on each

ii.Scope of Work

- 1 .Inspect physical and mechanical condition
2. Inspect anchorage and grounding
3. Inspect and service operating mechanism and SF6 and gas insulated system in accordance with Siemens'published data
- 4.Test for gas leaks in accordance withSiemens published data
- 5.Test gas for moisture content in accordance with manufacturer's published data
- 6.Verify correct operation of all air and SF6 gas pressure alarms and cutouts
- 7.Slow close/open breaker and check for binding
- 8.Perform time-travel analysis
- 9.Inspect exposed bolted electrical connections for high resistance using one of the following methods:
 - 1.Use of low-resistance ohmmeter.
 - 2.Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance withSiemen's published data
- 10.Clean unitprior to testing unless as-found and as-left tests are required
- 11.Perform a contact-resistance test
- 12.Perform insulation-resistance test at 500 volts dc on all control wiring. For units with solid-state components
- 13.Verify trip, close, trip-free and anti-pump functions
- 14.Trip circuit breaker by operation of each protective device
- 15.Cleaneach unit and (6) bushings on each breaker with de-ionized water or similar solution

UNRESTRICTED INFORMATION

THIS PROPOSAL, INCLUDING ALL OF ITS ATTACHMENTS, EXHIBITS, APPENDICES, ETC., "PROPOSAL" IS PROVIDED "AS-IS" FOR YOUR EVALUATION OF SIEMENS INDUSTRY, INC. ("SIEMENS") AS THE PROVIDER OF WORK DISCUSSED THEREIN AND IT CONTAINS INFORMATION THAT IS UNCLASSIFIED TO AND SOLELY OWNED BY SIEMENS. YOUR ACCEPTANCE, VIEWING OR STORAGE OF THIS PROPOSAL IS AN ACKNOWLEDGMENT OF A BUSINESS RELATIONSHIP BETWEEN YOU AND SIEMENS. WE REQUIRE THAT THIS PROPOSAL BE RETURNED OR DESTROYED WHEN NO LONGER REQUIRED FOR THE PURPOSE IDENTIFIED HEREIN. THIS PROPOSAL AND ANY INFORMATION OBTAINED FROM THIS PROPOSAL MAY NOT BE REPRODUCED, TRANSMITTED, DISCLOSED OR OTHERWISE USED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF SIEMENS. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE EXPRESSLY REJECTED BY THIS AGREEMENT.

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454				CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL _____ ADDRESS: _____	
CN102147003-RAH-20/21 510 CICKO NOC60				INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER:				INSURER A : HDI Global Insurance Company 41343	
SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513				INSURER B : Travelers Property Casualty Co. of America 25674	
				INSURER C : The Travelers Indemnity Company 25658	
				INSURER D : _____	
				INSURER E : _____	
				INSURER F : _____	

COVERAGES

CERTIFICATE NUMBER:

NYC-310135310-19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUGR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			GLD11101-12	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 1,000,000
		CLAIMS-MADE X OCCUR							\$ 1,000,000
								MED EXP (Any one person)	\$ 100,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPL'ES PER:						GENERAL AGGREGATE	\$ 10,000,000
	X	POLICY PHS-JECT LOC						PRODUCTS - COMP/CP AGG	\$ INC
		OTHER							\$
B	X	AUTOMOBILE LIABILITY			TC2J-CAP-7440L34A-TIL-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Per accident)	\$ 2,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$ N/A
	X	OWNED AUTOS ONLY		X				BODILY INJURY (Per accident)	\$ N/A
	X	HIRED AUTOS ONLY		X				PROPERTY DAMAGE (Per accident)	\$ N/A
									\$
A	X	UMBRELLA LIAB		X	CUD11101-12	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB						AGGREGATE	\$ 1,000,000
		DED RETENTION \$							\$
B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		UB-8P83929A-20-S1-K (AOS)	10/01/2020	10/01/2021	X PER STATUTE	OTH ER
C		ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER EXCLUDED?	N	N/A	UB-8P79233A-20-S1-RI-AZ, MA, OR, WI	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	\$ 1,000,000
5		(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWXJ-UB-7440L33S-20 JOH	10/01/2020	10/01/2021	E.L. DISEASE - FA EMPLOYEE	\$ 1,000,000
					*****\$500K LIMIT / \$500K SR*****			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SIMPLIFILE 10# 2600079001 CITY OF RIVERSIDE - AUTOMATION SERVICE AGREEMENT RENEWAL

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF RIVERSIDE
3900 MAIN STREET 2ND FLOOR
RIVERSIDE, CA 92522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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ACORD 25 (2016/03)

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Pricing

Project Scope:	5 Year Technical Service Agreement for 3 Sites (Option to add 2 additional Years)
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Contract Details:

Prices (US \$) for services provided in accordance with the Technical Service Agreement descriptions, schedule, work scopes and quantities detailed herein are as follows:

PROGRAM SERVICE	2021	2022	2023	2024	2025	Total
RERC	\$122,228.00	\$99,629.84	\$119,488.24	\$99,629.84	\$131,469.20	
Springs	\$48,581.00	\$31,292.43	\$35,906.83	\$31,292.43	\$36,789.54	
Clearwater	\$57,869.00	\$44,883.03	\$46,783.63	\$51,365.07	\$57,778.88	
Total PM Outage	\$228,678.00	\$175,810.30	\$202,178.70	\$182,287.34	\$226,037.62	\$1,014,991.96

PROGRAM SERVICE (Year 6-7)	2026	2027	Total
RERC	\$145,753.24	\$99,624.84	
Springs	\$54,652.83	\$31,292.43	
RERC	\$55,023.63	\$51,365.07	
Total PM Outage	\$255,429.70	\$182,287.34	\$437,717.04

Years 1-5	Years 6-7	Total Years 1-7
\$1,014,991.96	\$437,717.04	\$1,452,709.00

Pricing basis: Fixed

Siemens to pay Prevailing Wage in accordance with the Department of Industrial Relations guidelines for work performed.

Basis of Offer:

This offer provides the City of Riverside facility a 5-year Program (Technical Service Agreement) applied to electrical power distribution equipment that is easily managed through a single point of contact at Siemens at a cost that is fixed over the duration of the Program.

The terms "Program", "Agreement", "Service Agreement" and "TSA" are used interchangeably within this proposal when referencing the proposed 5-Year Technical Service Agreement.

Terms of Contract:

Management

A Siemens Technical Order Manager will be in charge of all activities related to scheduling, reporting, contract administration, invoicing, etc. This Manager will coordinate with the Siemens Resource Manager and assigned personnel that are supporting the program to ensure on-time performance of all services and submittal of Field Service reports.

Preventive Maintenance & Testing

Siemens will provide Field Service Representatives to perform on-site preventive maintenance (PM) inspections and testing in accordance with the approach and schedule detailed in following sections. Work scopes applied to each type of equipment are per RFP No. 2062, subject to scope details and clarifications herein.

Service Agreement Term

The initial term of the Service Agreement is five (5) calendar years (2021 thru 2025). Customer may renew this Agreement for additional terms by mutual agreement with Siemens. Siemens will notify Customer of the price for the extension upon notice of intent to renew.

Price Basis:

- Prices are good for work performed within program years and schedules defined herein, and are contingent on purchase of the full 5-year program in one Purchase Order.
- Labor costs are based on the following. Work required outside of this will be considered *Additional Work* and billed in accordance with pricing detailed herein.
 - Outage dates must be confirmed by Customer a minimum of 60 days in advance
- The Agreement price is based on the specific quantity of mobilizations to the site per year that are listed above.
- Any required overtime (weekday, weekend and/or holiday) for travel or on-site work outside of the schedule detailed herein will be invoiced in addition to the quoted price in accordance with rates defined under the *Additional Work* article.
- The Agreement price excludes additional work not defined herein, troubleshooting equipment issues, repair of equipment, and repair parts unless set forth otherwise herein. Such services will be performed as defined under the *Additional Work* article. Additional parts and materials will be quoted when the need is identified.
- Time for Customer-required safety meetings that are in addition to the standard Siemens daily safety meetings shall be billed to owner's account per signed time tickets in accordance with rates defined under the "Additional Work" article.

Additional Work:

Delays, additional engineering, changes in schedule and Customer-requested additional services outside the scope of the Program detailed in this offer are considered "Additional Work" and will be invoiced as an adder to the contract. Additional Work may also include replacement parts and associated troubleshooting, installation and re-testing labor.

Additional Work will be invoiced on a time-and-expense basis in accordance with the current revisions of the following Price Lists that are hereby incorporated by reference into this document and any resulting contract.

UNPUBLISHED INFORMATION
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- Engineer Labor: SVCPL21R0 – Field Service Engineer II
- Test Equipment: TER21R0

Night-turn, weekend or holiday work required to accommodate gaining access to equipment for servicing or other reasons will be subject to additional charges to cover the premium labor rate differential.

Additional Work will be accomplished exclusively upon Customer's written authorization and amendment of the contract/purchase order to reflect the change in price.

Notwithstanding the foregoing, the performance by Siemens of any services or material supply shall not be a waiver by Siemens of any claims for equitable adjustment in price and/or schedule.

Termination:

This agreement can to be terminated by either party with sixty (60) day notice. Should Customer terminate the agreement, Customer shall reimburse Siemens for all work, including prep for PM services, which have previously been provided at the time of the cancellation.

Cancellation Charges:

Work canceled or shifted for a scheduled PM outage after arrival of Siemens personnel or less than 48 hours prior to scheduled start time (including for the reason of inclement weather) will be assessed charges to cover any prep, mobilization and travel costs incurred. PM outages cancelled by Customer on less than 60 days notice to Siemens will be subject to additional charges.

Delays:

Prices are based on continuous progression of work without interruption or delay. Waiting time (delay) that occurs due to circumstances beyond the control of Siemens will be charged in addition to the quoted price in accordance with the *Additional Work* article.

Delays could include, but are not limited to, the following:

1. Waiting for equipment to be taken out of service.
2. Customer's production requirements for the equipment or system being serviced or other equipment that has an effect on the work schedule for this project.
3. Installation and/or wiring errors outside Siemens' scope of supply.
4. Problems with equipment that is supplied by others.
5. Unsafe working conditions.
6. Inclement weather.

Customer shall coordinate all Customer and other contractor operations as required. Cost & schedule impacts will apply if Siemens is delayed by Customer or other contractors at site.

Safety:

All Siemens field personnel complete internal annual safety training. Furthermore, all Siemens field personnel receive training to comply with NFPA70E, OSHA 30, Electrical Safety Standards. This sets minimum safety rules and practices for the design, operation, and maintenance of low, medium and high-voltage systems.

All Siemens personnel and their subcontractors shall adhere to the Siemens Division Safety Guidelines programs and policies. Copies can be made available upon request for client review.

Terms and Conditions:

THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED AND NOT CONTROLLED BY THE EXPORT ADMINISTRATION. IT IS THE PROPERTY OF SIEMENS AND IS LOANED TO YOU BY SIEMENS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF SIEMENS. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND NOT CONTROLLED BY THE EXPORT ADMINISTRATION. IT IS THE PROPERTY OF SIEMENS AND IS LOANED TO YOU BY SIEMENS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF SIEMENS.

E-mail Quotations are subject to the Standard Terms and Conditions of Sale for Siemens Joint Product and Services Offering, which can be found here: <http://www.usa.siemens.com/terms-emcs>; and are hereby incorporated by reference into this document and any resulting contract.

Payment Terms:	
Domestic Orders	International Orders
NET 30 days from the date of invoice on each partial shipment and progress payment element, subject to credit approval.	Cash in advance or irrevocable "confirmed" letter of credit. All prices in USD.

Invoices for completed service scopes (i.e. SF6 breakers, disconnect switches, cables and transformers), plus billing for any extra work and/or delay time, will be issued upon completion of the individual work scopes. If an entire scope cannot be completed, Siemens will invoice for the extent of services provided on a monthly basis.

A schedule of values will be established for invoicing purposes at the beginning of the Program that details the breakout of prices corresponding to the individual work scopes in a given year.

Purchase Order Requirements:

Purchase Order must reference Siemens Quotation #: SF211756724

Payment terms: NET30

Please submit PO to: <mailto:bret.johnson@siemens.com>

If you are a first-time customer, for faster processing, please also provide a copy of your W-9 and a copy of your tax exemption certificate, if applicable.

Site Details MUST BE GIVEN at time of PO or order will not be processed:

Site Contact:
Site Address:
Shipping Address:
Special PPE if required:
Special safety training if needed to enter site:
Requested start date:
Are parts needed for job: (when will parts be available onsite?)

COVID-19 Statement:

The worldwide outbreak of the coronavirus disease ("COVID-19"), affects or is likely to affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are unknown and unknowable at this time, Siemens commitments regarding the scope contemplated hereunder including procurement lead-time, delivery date, resources, and schedule are provided without consideration of such potential impacts from COVID-19. Siemens is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform City of Riverside of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of supply contemplated hereunder. If required to overcome the consequences directly or indirectly caused by COVID-19, Siemens shall be entitled to relief of its obligations in schedule, price, or any other reasonably required adjustment of this offer. In the event equipment delivery is contemplated hereunder, Siemens shall be entitled to postpone or provide partial deliveries to the extent Siemens' ability to supply or deliver is impacted by COVID-19.

Battery Work exclusively. Load Bank Testing, annuals and quartely pms.

UNRESTRICTED INFORMATION
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Pricing

Project Scope:	5 Year Technical Service Agreement for 3 Sites (Option to add 2 additional Years)
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Contract Details:

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RERC	\$55,023.63	\$51,365.07	
Total PM Outage	\$255,429.70	\$182,287.34	\$437,717.04

Years 1-5	Years 6-7	Total Years 1-7
\$1,014,991.96	\$437,717.04	\$1,452,709.00

Pricing basis: Fixed

Siemens to pay Prevailing Wage in accordance with the Department of Industrial Relations guidelines for work performed.

Basis of Offer:

Rate Sheet for Troubleshooting not exceed \$75,000.00 per year:

Standard T&M Rate		ST	OT	DT
Los Angeles	Project Manager	\$170.00	\$255.00	\$ 340.00
	Specialist	\$234.00	\$351.00	\$ 468.00

City of Riverside Rate		ST	OT	DT
Los Angeles	Project Manager	\$150.00	\$212.50	\$289.00
	Specialist	\$200.00	\$250.00	\$340.00

Material will be charged at going rate plus 15% mark up

Troubleshooting T&M rates is based on the duration of seven years from the submittal of the PO date.

Annual Cost

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
RERC	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	
Low Voltage Air Circuit Breakers	31,712.00	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,847.62	6,342.00	32,105.20	6,342.00	
Switchgear and Switchboard Assemblies	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	
Medium Voltage Vacuum Circuit Breakers	16,208.00	3,539.00	16,208.00	3,539.00	16,208.00	3,539.00	16,208.00	3,539.00	16,208.00	3,539.00	16,208.00	3,539.00	16,208.00	3,539.00	
Protective Relays											25,760.00	5,162.00			
Transformers Liquid Filled	3,680.00	2,000.00	3,680.00	2,000.00	19,200.00	5,760.00	3,680.00	2,000.00	3,680.00	2,000.00	19,200.00	5,760.00	3,680.00	2,000.00	
Batteries	39,000.00		13,500.00		13,500.00		13,500.00		13,500.00		39,000.00		13,500.00		
Additional 3% Uplift included after Year 1			2,040.04	482.00	2,511.64	575.40	2,040.04	482.00	2,511.64	575.40	2,533.02	575.40	2,040.04	482.00	
Sub-Total	108,808.00	15,420.00	83,747.24	15,882.00	99,732.84	19,755.40	83,747.24	15,882.00	110,280.04	21,189.10	125,097.64	19,755.40	83,747.24	15,882.00	817,828.18

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
SPRINGS	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	
Low Voltage Air Circuit Breakers	8,886.00	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,711.53	1,779.00	9,181.44	1,779.00	
Switchgear and Switchboard Assemblies	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	
Medium Voltage Vacuum Circuit Breakers	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	
Protective Relays											4,448.00	889.00			
Transformers Dry					3,680.00	800.00					3,680.00	800.00			
Batteries	25,000.00		8,800.00		8,800.00		8,800.00		8,800.00		25,000.00		8,800.00		
Additional 3% Uplift included after Year 1			519.28	108.71	629.88	130.71	519.28	108.71	652.72	133.38	845.59	130.71	519.28	108.71	
Sub-Total	45,074.00	3,557.00	27,828.72	3,683.71	31,418.12	4,487.71	27,828.72	3,683.71	32,210.16	4,579.38	50,155.12	4,487.71	27,828.72	3,683.71	289,807.50

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
Clearwater	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	Labor	Materials plus Tax(8.75%)	
Low Voltage Air Circuit Breakers	8,886.00	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,740.88	1,779.00	9,507.85	1,779.00	
Switchgear and Switchboard Assemblies	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	
Medium Voltage Vacuum Circuit Breakers	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	4,084.00	889.00	
Protective Relays											8,886.00	1,779.00			
Transformers Dry	1,840.00						1,840.00						1,840.00		
Transformers Liquid Filled	4,448.00	2,000.00	1,840.00	159.02	1,840.00	2,000.00	4,448.00	2,000.00	1,840.00	2,000.00	1,840.00	2,000.00	4,448.00	2,000.00	
Batteries	29,000.00		21,000.00		21,000.00		21,000.00		21,000.00		29,000.00		21,000.00		
Additional 3% Uplift included after Year 1			584.27	111.50	584.27	186.71	717.71	166.71	851.15	220.08	591.28	166.71	717.71	186.71	
Sub-Total	62,312.00	6,557.00	41,050.92	3,828.12	41,050.92	5,723.71	45,641.38	5,723.71	50,222.80	7,656.08	49,299.92	5,723.71	45,641.38	5,723.71	385,073.32

RERC	\$122,228.00	\$69,829.84	\$116,486.24	\$99,639.84	\$131,489.20	\$145,783.24	\$69,829.84
Spring	\$48,881.00	\$31,282.43	\$35,096.83	\$31,282.43	\$34,786.54	\$54,892.83	\$31,282.43
Clearwater	\$57,869.00	\$44,888.03	\$49,783.63	\$51,385.07	\$57,778.86	\$55,023.63	\$51,385.07
Annual Total Routine Maint	\$228,978.00	\$176,810.30	\$202,178.70	\$182,287.34	\$226,037.82	\$255,429.70	\$182,287.34
Annual budget for as needed repairs	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
Annual Total Amount	\$303,978.00	\$250,810.30	\$277,178.70	\$257,287.34	\$301,037.82	\$330,429.70	\$257,287.34

EXHIBIT “B”
COMPENSATION

Project Scope:	5 Year Technical Service Agreement for 3 Sites (Option to add 2 additional Years)
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Prices (US \$) for services provided in accordance with the Technical Service Agreement descriptions, schedule, work scopes and quantities detailed herein are as follows:

PROGRAM SERVICE	2021	2022	2023	2024	2025	Total
RERC	\$122,228.00	\$99,629.84	\$119,488.24	\$99,629.84	\$131,469.20	
Springs	\$48,581.00	\$31,292.43	\$35,906.83	\$31,292.43	\$36,789.54	
Clearwater	\$57,869.00	\$44,883.03	\$46,783.63	\$51,365.07	\$57,778.88	
Total PM Outage	\$228,678.00	\$175,810.30	\$202,178.70	\$182,287.34	\$226,037.62	\$1,014,991.96

PROGRAM SERVICE (Year 6-7)	2026	2027	Total
RERC	\$145,753.24	\$99,624.84	
Springs	\$54,652.83	\$31,292.43	
RERC	\$55,023.63	\$51,365.07	
Total PM Outage	\$255,429.70	\$182,287.34	\$437,717.04

Years 1-5	Years 6-7	Total Years 1-7
\$1,014,991.96	\$437,717.04	\$1,452,709.00

Siemens to pay Prevailing Wage in accordance with the Department of Industrial Relations guidelines for work performed.

[illegible]

Rate Sheet for Troubleshooting not exceed \$75,000.00 per year:

Standard T&M Rate		ST	OT	DT
Los Angeles	Project Manager	\$170.00	\$255.00	\$ 340.00
	Specialist	\$234.00	\$351.00	\$ 468.00

City of Riverside Rate		ST	OT	DT
Los Angeles	Project Manager	\$150.00	\$212.50	\$289.00
	Specialist	\$200.00	\$250.00	\$340.00

Material will be charged at going rate plus 15% mark up

Troubleshooting T&M rates is based on the duration of seven years from the submittal of the PO date.

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Annual Cost

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
RERC	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	
Low Voltage Air Circuit Breakers	31,712.00	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,105.20	6,342.00	32,847.89	6,342.00	32,105.20	6,342.00	
Switchgear and Switchboard Assemblies	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	
Medium Voltage Vacuum Circuit Breakers	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	18,208.00	3,539.00	
Protective Relays											25,700.00	6,162.00			
Transformers Liquid Filled	3,680.00	2,000.00	3,680.00	2,000.00	19,200.00	5,760.00	3,680.00	2,000.00	3,680.00	2,000.00	18,200.00	5,760.00	3,680.00	2,000.00	
Batteries	38,000.00		13,500.00		13,500.00		13,500.00		13,500.00		39,000.00		13,500.00		
Additional 3% Uplift included after Year 1			2,049.04	462.60	2,511.84	575.40	2,049.04	462.60	2,818.84	617.16	2,533.92	575.40	2,049.04	462.60	
Sub-Total	108,808.00	15,420.00	83,747.24	15,882.00	99,732.24	19,755.40	63,747.24	15,882.60	110,280.04	21,189.16	125,997.84	19,755.40	83,747.24	15,882.00	617,828.16

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
SPRINGS	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	
Low Voltage Air Circuit Breakers	8,886.00	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,181.44	1,779.00	9,711.53	1,779.00	9,181.44	1,779.00	
Switchgear and Switchboard Assemblies	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	
Medium Voltage Vacuum Circuit Breakers	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	
Protective Relays									4,448.00	889.00					
Transformers Dry					3,680.00	800.00					3,680.00	800.00			
Batteries	28,000.00		9,800.00		9,800.00		9,800.00		9,800.00		28,000.00		9,800.00		
Additional 3% Uplift included after Year 1			519.28	108.71	629.88	130.71	519.28	108.71	652.72	133.38	845.59	130.71	519.28	108.71	
Sub-Total	45,024.00	3,557.00	27,828.72	3,883.71	31,410.12	4,487.71	27,828.72	3,883.71	32,210.18	4,579.38	50,165.12	4,487.71	27,828.72	3,883.71	289,807.60

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 Optional		Year 7 Optional		Total
Clearwater	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	Labor	Materials plus Tax(6.75%)	
Low Voltage Air Circuit Breakers	8,886.00	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,507.85	1,779.00	9,740.66	1,779.00	9,507.85	1,779.00	
Switchgear and Switchboard Assemblies	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	
Medium Voltage Vacuum Circuit Breakers	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	4,064.00	889.00	
Protective Relays									8,889.00	1,779.00					
Transformers Dry	1,840.00						1,840.00						1,840.00		
Transformers Liquid Filled	4,448.00	2,000.00	1,840.00	159.62	1,840.00	2,000.00	4,448.00	2,000.00	1,840.00	2,000.00	1,840.00	2,000.00	4,448.00	2,000.00	
Batteries	29,000.00		21,000.00		21,000.00		21,000.00		21,000.00		29,000.00		21,000.00		
Additional 3% Uplift included after Year 1			584.27	111.60	584.27	166.71	717.71	166.71	861.15	220.08	591.29	166.71	717.71	166.71	
Sub-Total	52,312.00	5,557.00	41,050.02	3,828.12	41,058.92	5,723.71	45,841.38	5,723.71	50,222.80	7,556.08	49,289.92	5,723.71	45,841.38	5,723.71	385,073.32

RERC	\$122,228.00	\$69,829.84	\$119,486.24	\$69,829.84	\$131,489.20	\$146,763.24	\$69,829.84
Spring	\$45,681.00	\$31,282.43	\$35,906.83	\$31,282.43	\$38,789.54	\$54,862.83	\$31,282.43
Clearwater	\$17,889.00	\$44,886.00	\$48,783.00	\$51,365.07	\$57,778.88	\$55,023.83	\$51,365.07
Annual Total Routine Maint	\$226,878.00	\$176,810.30	\$202,178.79	\$182,287.34	\$226,637.62	\$258,429.70	\$182,287.34
Annual budget for as needed repairs	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
Annual Total Amount	\$303,878.00	\$250,810.30	\$277,178.79	\$257,287.34	\$301,637.62	\$330,429.70	\$257,287.34

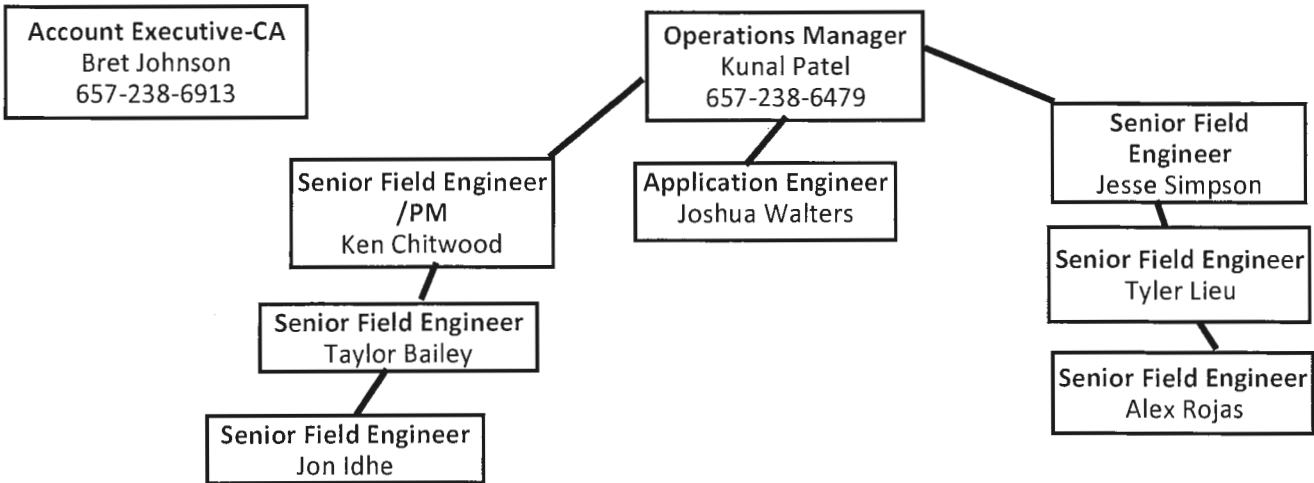
\$1,077,706.00

EXHIBIT “C”

KEY PERSONNEL

Personnel / Team Qualifications

Siemens will have a variety of support personnel involved in the project. To ensure that we are ready to effectively engage once our contractual relationship with Rancho Cucamonga, we have identified and dedicated a team of local employees who are prepared for and excited to provide first-class services. The following employees will be key members of your project team and below, please find their resumes that includes seven (7) similar in scope projects experience.



Operations Manager – Kunal Patel - 657-238-6479 kunalpatel@siemens.com
Application Engineer- Joshua Walters – 630-390-0013 josh.walters@siemens.com
Senior Field Technican- Ken Chitwood - 657-238-6117 ken.chitwood@siemens.com
Senior Field Technican- Taylor Bailey – 657-298-0741 taylor.bailey@siemens.com -
Senior Field Technican- Jesse Simpson - 657-337-1731 jesse.simpson@siemens.com
Senior Field Technican- Tyler Lieu - 657-298-0582 tyler.lieu@siemens.com
Senior Field Technican- Alex Rojas - 480-319-2351 alexander.rojas@siemens.com
Senior Field Technican – Jon Ihde – 510-258-8019 jonathan.ihde_jr@siemens.com

Subcontractor
Josh Dugger
Mission Critical DC Power
205 Stewart Rd, Suite 110-5
Mount Vernon, WA 98273
360-419-6828
josh@ncdp.com

- Responsible for UPS batteries testing exclusively.



Kunal Patel
Electrical Services - Operation Manager

EXPERIENCE

15 years + – Electrical Service Testing, Project Manager & Operation Manager

Highly experienced operation manager who brings technical knowledge and administrative skills to each project. He has overseen daily operation of electrical acceptance and maintenance testing, other electrical construction projects up to 500KV. I have experienced in managing testing programs and personnel in support of commissioning, acceptance, maintenance, power quality and reliability for all varieties of power systems. Overseeing hundreds of projects for Siemens Electrical Services performs complex troubleshooting, specialized tests, inspections, and appraisals on electrical apparatus and electrical systems. Trains and assists other field service engineers.

SKILLS & EXPERTISE

- ◆ 480V Switchgear to 500KV Switch Yard
 - High-Voltage
 - SF6
 - Low-Voltage & Medium-Voltage
 - Switchboard
 - Switchgear
 - Distribution Board
 - Panelboard
 - Motor Control Center
 - Circuit Breakers
 - Low-Voltage
 - Medium-Voltage Air/Vacuum
 - Gas Insulated Circuit Breaker
 - Transformer Maintenance
 - Dry-Type
 - Oil-Type
 - GSI
 - Relays
 - Electro-Mechanical Protective Relay
 - Solid State Protective Relay
 - Micro-Processor Based Protective Relay

TRAINING & CERTIFICATION

- ◆ OSHA 10
- ◆ OSHA 30
- ◆ NFPA 70E Electrical Safety

KEY PROJECTS

- ◆ California State University, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ University of California, CA – Multiple Site for Electrical Acceptance & Maintenance Testing

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Alexander Rojas

Electrical Service – Senior Electrical Field Service Specialist

EXPERIENCE

(12) years + – Electrical Service and Testing

SKILLS & EXPERTISE

- ♦ LV Circuit Breaker and Switchgear Maintenance
- ♦ MV Circuit Breaker and Switchgear Maintenance
- ♦ Gas Insulated Circuit Breaker and Switchgear Maintenance
- ♦ Vacuum Insulated Circuit Breaker and Switchgear Maintenance
- ♦ LV Dry Type Transformer Maintenance
- ♦ MV Fluid Type Transformer Maintenance
- ♦ LV Fluid Type Transformer Maintenance
- ♦ MV Dry Type Transformer Maintenance
- ♦ Electro-Mechanical Protective Relay Configuration & Maintenance
- ♦ Solid State Protective Relay Configuration & Maintenance
- ♦ Switchgear Panelboards
- ♦ Switchgear Switchboards
- ♦ Switchgear Motor Control Center (MCC) Maintenance
- ♦ Electrical Testing: Ground Fault
- ♦ Electrical Testing: Thermography
- ♦ Electrical Testing: Partial Discharge online only
- ♦ Electrical Testing: Transformer Power Factor
- ♦ Power System Studies Protective Coordination data collection / settings install
- ♦ Power System Studies Short Circuit data collection / settings install
- ♦ Power System Studies Arc Flash data collection / settings install

TRAINING & CERTIFICATION

- ♦ OSHA 10 Hour
- ♦ OSHA 30 Hour
- ♦ NFPA 70E Electrical Safety
- ♦ Level I Thermography Certified, FLIR
- ♦ NETA II

KEY PROJECTS

- ♦ eBay Data Center, Salt Lake City, UT - Acceptance Testing of 15KV and below
- ♦ University of Phoenix, Phoenix, AZ - Acceptance Testing
- ♦ Rose Bowl, Pasadena, CA – Transformer Testing and Maintenance of LV Equipment
- ♦ Point Hueneme Naval Base, PH, CA – Transformer Testing and Maintenance of MV Magne Blast Switchgear
- ♦ Freeport McMoran, Morenci, AZ - Acceptance and Functionality Testing and of 130KV Yard
- ♦ Intel-Chandler Campus, Chandler, AZ - Maintenance Testing of Fab 42 retrofit
- ♦ Microsoft, Goodyear, AZ - Acceptance Testing

EDUCATION

- ♦ United State Naval Air Station, Pensacola, FL 2003
Basic Electronics "I"/"O" level maintenance
- ♦ United State Marine Corps Air Station, Jacksonville, NC 2004

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Jesse Simpson
Electrical Service – Electrical Field Technician

EXPERIENCE

(11) years + – Electrical Service and Testing

Experience as a highly-trained and operationally-experienced commercial and industrial service technician with a documented track record of success as an innovative problem-solver who thrives in a high-tempo operational environment. Experience in testing, troubleshooting, maintaining, and data centers, and manufacturing plants.

SKILLS & EXPERTISE

- ♦ LV Circuit Breaker and Switchgear Maintenance
- ♦ MV Circuit Breaker and Switchgear Maintenance
- ♦ Gas Insulated Circuit Breaker and Switchgear Maintenance
- ♦ Vacuum Insulated Circuit Breaker and Switchgear Maintenance
- ♦ LV Dry Type Transformer Maintenance
- ♦ MV Fluid Type Transformer Maintenance
- ♦ LV Fluid Type Transformer Maintenance
- ♦ MV Dry Type Transformer Maintenance
- ♦ Switchgear Panelboards
- ♦ Switchgear Switchboards
- ♦ Switchgear Motor Control Center (MCC) Maintenance

TRAINING & CERTIFICATION

- ♦ OSHA 30 Hour
- ♦ NFPA 70E Electrical Safety
- ♦ NICET I

KEY PROJECTS

- ♦ Veterans Affairs Sepulveda, North Hills, CA - Maintenance Testing of 480V to 15kV Switchgears
- ♦ Cathedral City Casino, Cathedral City, CA – Electrical Acceptance Testing of 480V Switchgears
- ♦ Hollywood Park & Casino, Inglewood, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ♦ Tesla, Fremont, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ♦ Bay Center Food, Santa Clarita, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ♦ LA Metro, Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ♦ City of Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ♦ ASML, San Diego, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ♦ ABC Unified School District, Cerritos, CA – Multiple Site for Electrical Acceptance & Maintenance Testing

EDUCATION

- ♦ IUEC local 18, Glendora, CA
- ♦ ABC Apprenticeship Training, Poway, CA – 2006

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Kenneth Chitwood
Electrical Services – Sr. Field Service Technician

EXPERIENCE

17 years + – Electrical Service and Testing

SKILLS & EXPERTISE

- ✓ 480V Switchgear to 256kV Switch Yard
 - Low-Voltage & High-Voltage
 - SF6
 - OCB – Oil Filled Circuit Breaker
 - Switchboard
 - Switchgear
 - Distribution Board
 - Panelboard
 - Motor Control Center
 - Circuit Breakers
 - Low-Voltage
 - Medium-Voltage Air/Vacuum
 - Gas Insulated Circuit Breaker
 - Transformer Maintenance
 - Dry-Type
 - Oil-Type

TRAINING & CERTIFICATION

- ◆ OSHA 10 Hour
- ◆ NFPA 70E Electrical Safety
- ◆ AVO Substation Maintenance & Grounding Course
- ◆ Infrared Training Center Level 1 & 2 Certification
- ◆ American Red Cross CPR & First Aid Training

KEY PROJECTS

- ◆ Vandenberg AFB, CA – Multiple Site for Electrical Acceptance, Maintenance Testing, Electrical and Mechanical Repairs, Infrared Inspection, Corona Inspection, Substation Upgrades.
- ◆ Ventura County Medical Center, CA – Electrical Acceptance, Maintenance Testing & Infrared Inspection
- ◆ Aerojet Rocketdyne, CA – Electrical Acceptance & Maintenance Testing
- ◆ University of California, CA – Electrical Repairs, and Maintenance Testing
- ◆ Point Mugu & Port Hueneme, Ventura, CA – Electrical and Mechanical Repairs, Maintenance Testing, Infrared Inspection, and High Voltage Corona Inspection.
- ◆ Hyperion Water Reclamation Plant, Playa Del Rey, CA – Electrical Repair & Maintenance Testing
- ◆ California State Universities, CA – Multiple Site for Electrical Repair & Maintenance Testing
- ◆ Bear Valley Unified School District, Big Bear, CA – Multiple Site Solar Inverter Start-up and Electrical Acceptance, Repair & Maintenance Testing

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Taylor Bailey
Electrical Service – Electrical Field Technician

EXPERIENCE

(9) years + – Electrical Service and Testing

Experience as a highly-trained and operationally-experienced commercial and industrial service technician with a documented track record of success as an innovative problem-solver who thrives in a high-tempo operational environment. Experience in testing, troubleshooting, maintaining, and repairing computer-controlled electronic and operating nuclear reactor plants, conventional power plants, propulsion plants, copper and silver mines, data centers, commercial HVAC plants, and manufacturing plants. Troubleshot and repaired electrical and electronic equipment down to component level. Maintained and operated propulsion equipment in a naval nuclear submarine to produce steam for generation of power. Extensive experience in the planning and execution of plant maintenance and outages.

SKILLS & EXPERTISE

- ◆ LV Circuit Breaker and Switchgear Maintenance
- ◆ MV Circuit Breaker and Switchgear Maintenance
- ◆ Gas Insulated Circuit Breaker and Switchgear Maintenance
- ◆ Vacuum Insulated Circuit Breaker and Switchgear Maintenance
- ◆ LV Dry Type Transformer Maintenance
- ◆ MV Fluid Type Transformer Maintenance
- ◆ LV Fluid Type Transformer Maintenance
- ◆ MV Dry Type Transformer Maintenance
- ◆ Switchgear Panelboards
- ◆ Switchgear Switchboards
- ◆ Switchgear Motor Control Center (MCC) Maintenance

TRAINING & CERTIFICATION

- ◆ OSHA 30
- ◆ NFPA 70E Electrical Safety

KEY PROJECTS

- ◆ Veterans Affairs Sepulveda, North Hills, CA - Maintenance Testing of 480V to 15kV Switchgears
- ◆ Cathedral City Casino, Cathedral City, CA – Electrical Acceptance Testing of 480V Switchgears
- ◆ Hollywood Park & Casino, Inglewood, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ◆ U.S. Navy, Phoenix, AZ – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ 911 City of Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ Tesla, Fremont, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ◆ Bay Center Food, Santa Clarita, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ◆ LA Metro, Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ City of Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing

EDUCATION

- ◆ Electronic Technician Propulsion Plan Maintenance Supervisor School, Phoenix, AZ 2014
- ◆ Naval Nuclear Power Training Unit, Phoenix, AZ 2012
- ◆ Naval Nuclear Power School, Phoenix, AZ 2011
- ◆ Nuclear Field Electronics Technician "A" School, Phoenix, 2010

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Tyler Lieu

Electrical Service – Electrical Field Technician

EXPERIENCE

(20) years + – Electrical Service and Testing

Substation Testing & Commissioning of (but not limited to) 115KV, 230KV and 500KV Stations I bring 20 years of expertise and technical experience. I am a high energy, results-oriented professional that works well under pressure, striving to consistently meet strict deadlines while working efficiently and safely.

SKILLS & EXPERTISE

- ◆ Substation Testing & Commissioning
- ◆ LV Circuit Breaker and Switchgear Maintenance
- ◆ MV Circuit Breaker and Switchgear Maintenance
- ◆ Gas Insulated Circuit Breaker and Switchgear Maintenance
- ◆ Vacuum Insulated Circuit Breaker and Switchgear Maintenance
- ◆ LV Dry Type Transformer Maintenance
- ◆ MV Fluid Type Transformer Maintenance
- ◆ LV Fluid Type Transformer Maintenance
- ◆ MV Dry Type Transformer Maintenance
- ◆ Switchgear Panelboards
- ◆ Switchgear Switchboards
- ◆ Switchgear Motor Control Center (MCC) Maintenance

TRAINING & CERTIFICATION

- ◆ OSHA 30 Hour
- ◆ NFPA 70E Electrical Safety

KEY PROJECTS

- ◆ Veterans Affairs Sepulveda, North Hills, CA - Maintenance Testing of 480V to 15kV Switchgears
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- ◆ Hollywood Park & Casino, Inglewood, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
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- ◆ Bay Center Food, Santa Clarita, CA – Electrical Acceptance Testing of 480V to 15kV Switchgears
- ◆ LA Metro, Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ 911 City of Los Angeles, CA – Multiple Site for Electrical Acceptance & Maintenance Testing
- ◆ Oncor Electric Utilities, Dallas, TX – Multiple Substation for Electrical Acceptance & Maintenance Testing
- ◆ Pacific Gas & Electric, San Francisco, CA – Multiple Substation for Electrical Acceptance & Maintenance Testing
- ◆ Southern California Edison, San Francisco, CA – Multiple Substation for Electrical Acceptance & Maintenance Testing

EDUCATION

- ◆ PG&E Apprentice Programs, San Francisco, CA 2006
- ◆ San Francisco City College, San Francisco, CA 1994

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Josh Walters

Objective	To apply my knowledge of electrical engineering, project management, and systems design in ways mutually beneficial to the end user, the client and the company		
Education	1999-2004	Montana State University	Bozeman, MT
	BS Electrical Engineering		
	<ul style="list-style-type: none"> Bachelor of Science in Electrical Engineering May, 2004 Emphasis on power electronics, control systems and theory, power distribution, high power switching, pulse forming networks, utility scale power systems, and protective relaying Minor in physics with an emphasis on electromagnetics, lasers, and materials science Strong interest in materials science, chemical engineering, and liquid-fueled rockets Initiated undergraduate program where ten students designed and built a high power induction launcher using SCR and IGBT switched capacitors at medium voltage with open-loop control Leader of senior design group working with active power factor correction of nominally reactive loads Excellent troubleshooting skills Experience in Java and C++ Ability to code in LaTeX Successfully passed the Fundamentals of Engineering examination 		
Languages	Ability to read and speak German on a conversational level		
Work experience	2015-Current	Siemens Industry, Inc.	Seattle, WA
	Senior Application Engineer – Building Technologies Electrical Services		
	<ul style="list-style-type: none"> Perform equipment commissioning, investigative tests, and repairs on high-, medium-, and low-voltage electrical apparatus Commission Siemens WinPM.Net and other vendor's Power Monitoring systems Ensure reliability and robustness of complex systems Design power monitoring networks Interface third-party equipment with other third-party vendors and with Siemens products Troubleshoot, initialize, and optimize communication networks (TCP/IP, Modbus, IEC61850, etc) 		

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