

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Mid American Signal, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs traffic signal supplies, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties. The parties may agree to update the price list in **Exhibit A** to add, drop, or adjust pricing without any other amendment of this Agreement, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date; and c) is signed by both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not

made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe

weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this ____ day of

_____ 20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Mid American Signal, Inc.

By: J. B. Regional Sales Manager
(INSERT NAME & TITLE)
2429 South Mill Street
Kansas City, KS 66103

Exhibit A
Vendor's Proposal

				Mid American Signal	
	Bid Item	Description	UNITS	Total Cost	
1	TrafficCalm RRFB	Controller, TrafficCalm, Sign, 20 watt DC power / w communication, 10 ah battery, w/solar panel	Each	\$1,156.00	
2	TrafficCalm RRFB	Collaborator, TrafficCalm, Sign, 20 watt DC power / w communication, 10 ah battery, w/solar panel	Each	\$1,055.00	
3	TrafficCalm RRFB	Controller, TrafficCalm, Sign, 30 watt DC power / w communication, 10 ah battery, w/solar panel	Each	\$1,221.00	
4	TrafficCalm RRFB	Collaborator, TrafficCalm, Sign, 30 watt DC power / w communication, 10 ah battery, w/solar panel	Each	\$1,119.00	
5	TrafficCalm RRFB	APS Push Button w/9x12 Frame & Sign, Polara iNX, yellow	Each	\$862.00	
6	TrafficCalm RRFB	36" LED Flashing Ring with Pedestrian Sign, yellow or flourscent yellow green	Each	\$656.00	
7	TrafficCalm RRFB	Rectangular Rapid Flashing Beacon, amber	Each	\$594.00	



Procurement Division
PO Box 768
Olathe, KS 66051-0768

INVITATION FOR BID

Traffic Signal Supplies

Date of Issuance: March 3, 2026 Bid Number: IFB-26-0018

Response Deadline Date: April 3, 2026 Time: 10:00 A.M. (CST)

Questions regarding this invitation should be directed to <https://olatheks.bonfirehub.com/>
The deadline for receipt of questions from bidders is close of business on March 30, 2026

City of Olathe
Traffic Light Supplies
IFB-26-0018

DELIVERY

Delivery shall be made F.O.B Destination to the City's Traffic Division Facility, 309 N. Rogers Rd., Olathe, Kansas 66062. Contact Artie Santisteban at 913-971-5103 to coordinate delivery. **Include freight, handling charges, and surcharges for delivery in your pricing.** The awarded vendor must notify Judy Leighton 913-971-5183 or Artie Santisteban 913-971-5103 at least 24 hours prior to delivery. If shipments must be refused or delayed because a 24-hour notice was not given, the charges to redeliver the items will be the responsibility of the vendor.

If products must be returned to vendor because they do not meet specifications, vendor shall be responsible for picking up and redelivering new product at no additional cost to the City after all corrections are made.

Delivery of equipment after receipt of order in calendar days: 45-60

Bidder agrees to delivery requirements as stated herein: Yes No

Exceptions _____

DELIVERY CONDITION

The unit shall be completely serviced and adjusted, and all equipment including standard and supplemental equipment, shall be installed and the units made ready for continuous operation. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the successful vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

WARRANTY

The City requires a minimum one-year warranty on all equipment. If the manufacturer's warranty exceeds this warranty, then the manufacturer's warranty shall be in effect. The warranty shall begin on the date the unit is determined to meet specifications and is accepted by the City. A copy of the manufacturer's warranty must be included with your bid submittal. All warranty work shall be done locally. Failure to provide this information may result in the rejection of your bid.

Comply: Exception: _____

EXTENDED WARRANTIES

Bidders are required to include details and pricing on all available extended warranties with their bid submittal.

Comply: Exception: _____

MANUFACTURER'S CERTIFICATION

The City reserves the right to request from vendors a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in the rejection of your bid or default termination of contract for which vendor must bear full liability.

CONTRACT TERM

The term of this contract will be for three (3) years from date of award with the option to renew for additional one (1) year terms. Prices quoted must be firm for an initial (12) month period. If funds are no longer available to support continuation of the contract, the contract shall be cancelled at the discretion of the City.

CITY ORDINANCE #3.50.140 - LOCAL PREFERENCE STANDARDS

For supplies, materials, and equipment acquired through bids, where an award is to be made to the lowest responsive and responsible bidder, a bid from a local business may be selected over the lowest responsive and responsible bid only if:

- A. The bid from the local business is responsive and responsible;
- B. The quality, suitability, and usability of the supplies, materials, and/or equipment are equal to that of the lowest responsive bidder; and
- C. The amount of the bid of the local business does not vary more than two percent (2%) and does not exceed Five Thousand Dollars (\$5,000) above the amount of the lowest responsive bid. Such variance shall be calculated based on the total contract price.

The local preference described in this Section shall not apply to bids in which federal funds or other governmental funds are used when the use of such funds prohibits the application of local preference policies.

City of Olathe
Traffic Light Supplies
IFB-26-0018

INVOICING

All invoices submitted for payment must be itemized to include a detailed breakdown of all items, name of person who placed order, location of work to be performed and work order number and equipment unit number. Invoices must not exceed original estimate unless prior authorization has been given by the department supervisor or their designee. The invoice shall be mailed to the attention of Accounts Payable, PO Box 768, Olathe KS 66051-0768 or emailed to: apolathe@olatheks.org

INVOICES MUST BE SUBMITTED TO APOLATHE@OLATHEKS.ORG WITHIN 30 DAYS OF COMPLETED WORK. Failure to submit invoices in a timely manner may result in payments being delayed.

PAYMENT TERMS

The City of Olathe will only accept payment terms of Net 30 days.

Will your company accept the City's VISA P-Card for payment without additional cost? Yes _____ No: _____

We will accept a P-Card with a 3% charge

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm, or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend, and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of intentional misconduct, recklessness, negligence, or other actionable faults of Consultant or its subcontractors.

Comply: _____ Exception: _____

BID ITEMS

The following items shall be furnished on an as-needed basis for the City of Olathe Traffic Division. All equipment shall be new and meet manufacturer specifications.

1. TrafficCalm Controller, 20W DC, communication, 10 AH battery, solar panel.
2. TrafficCalm Collaborator, 20W DC, communication, 10 AH battery, solar panel.
3. TrafficCalm Controller, 30W DC, communication, 10 AH battery, solar panel.
4. TrafficCalm Collaborator, 30W DC, communication, 10 AH battery, solar panel.
5. Polara iNX APS Push Button with 9" x 12" frame/sign, yellow.
6. 36" LED flashing ring with pedestrian sign, yellow or fluorescent yellow-green.
7. Rectangular Rapid Flashing Beacon (RRFB), amber.
8. Flex Controller, rack mount, C1 connector, Omni software.
9. EDI 2018 KCLIP Conflict Monitor.
10. HE1750 AC Surge Protector, 15 amp, with base.
11. 72V 41 AH Battery System (set of six).
12. SP1250 LX Battery Backup Unit, six batteries, 302C SNMP (no drawer).
13. 8" Aluminum Riser for 332D cabinet, natural finish.
14. 332D Double-Door Cabinet, natural aluminum, LED lights, aux output file, 15-pin jumper, HE1750 (15A), (3) DC isolators, (2) flashers, (12) load switches, EDI 2018KCLIP (Type 170/2070).
15. 332 Single-Door Cabinet, CDOT 2018 spec, natural aluminum, LED lights, (3) DC isolators, (2) flashers, (12) load switches, EDI 2018KCLIP (Type 170/2070).
16. AP22 Quick Connect Time Switch.
17. DC Guardian Board with 3-way harness.
18. AC School Beacon Assembly: cabinet, Guardian board, NEMA flasher, AP22 time switch, modem, S5-1 sign, dual 12" yellow sections, mounting hardware, Pelco 15' pole assembly.
19. DC School Beacon Assembly: cabinet, Guardian board, NEMA flasher, AP22 time switch, modem, S5-1 sign, dual 12" yellow sections, mounting hardware, Pelco 15' pole assembly, 100W solar panel, 104 AH battery.

City of Olathe
Traffic Light Supplies
IFB-26-0018

Attachment A – Vendor Response Form

VENDOR RESPONSE FORM

Bidder Information:

Legal Name of Company: Mid American Signal

Doing Business As (if different): _____

Federal Tax ID Number: 48-0913501

UEI # (Unique Entity Identifier, formerly DUNS): _____

Address: 2429 S. Mill Street

City, State, Zip Code: Kansas City, KS 66103

Contract Person: Shawn Batalia

Title: Regional Sales Manager

Phone number: 913-432-5002

Email address: shawn.batalia@midamsignal.com

Website: www.midamsignal.com

General Certification: I hereby certify that the above information is true and correct to the best of my knowledge. I also certify that I hold the authority to contract with the City of Olathe and that this proposal, including all required forms and attachments, is submitted in full understanding and acceptance of all terms, conditions, and requirements set forth in this solicitation.

Authorized Representative Name (Printed): Shawn Batalia

Authorized Representative Signature: SB

Title: Regional Sales Manager Date: 04.01.2026

City of Olathe
Traffic Light Supplies
IFB-26-0018

41. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Procurement Division Office at (913) 971-9005 or www.olatheks.org.

By signing below, I hereby acknowledge that I have reviewed, understand, and agree to be bound by all terms and conditions set forth above.

By: SB

Printed Name: Shawn Betelia

City of Olathe
Traffic Light Supplies
IFB-26-0018

Attachment D- Cooperative Purchasing

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City of Olathe awarded you the proposed Contract, you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in an affiliated chapter of the National Institute of Governmental Purchasing (NIGP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract).

Yes No Minimum order if, applicable \$ _____

Vendor Name: Mid American Signal
Signature: [Signature] Date: 04.01.2024

Attachment E- Affidavit

**CITY OF OLATHE, KANSAS
AFFIDAVIT**

STATE OF KS)

COUNTY OF WY)

SS.

Mid American Signal, Inc of the City of Kansas City, KS
(Name of Individual)

Mid American Signal, Inc

County of Wyandotte, State of Kansas
being duly sworn on her or his oath, states;

- Regional Sales Manager
- That I am the Regional Sales Manager (Title) of Mid American Signal, Inc (Firm Name), and have been authorized by said firm to make this affidavit on its behalf;
 - (Check the box the applies)**
 No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;
OR
 The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
 - (Check the box that applies)**
 If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;
OR
 The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
 - Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response any solicitation issued by the City of Olathe.

Mid American Signal, Inc	(Firm Name)	Federal Tax ID # 48-0913501
By: <u>[Signature]</u>	(Signature)	Subscribed and sworn before me this <u>31st</u> day of
Shawn Batalia	(Printed Name)	<u>March</u> <u>20 26</u>
Regional Sales Manager	(Title)	<u>Gabrielle Newman</u>
Mailing Address <u>2429 S Mill Street</u>		NOTARY PUBLIC in and for the
City, State, Zip Code <u>Kansas City, KS 66103</u>		County of <u>Wyandotte</u>
Phone (913) 432-5002 Fax (913)432-2213		State of <u>Kansas</u>
Email <u>shawn.batalia@midamsignal.com</u>		My commission expires: <u>March 23, 2030</u>

SEAL

IMPORTANT NOTE: All bid and RFP submittals must include a completed, NOTARIZED affidavit form.
Failure to do so can result in the rejection of your bid or proposal.

GABRIELLE NEWMAN
Notary Public - State of Kansas
My Appointment Expires 3/23/30

[Signature]



PROUDLY SERVING - ARKANSAS - IOWA - KANSAS - MINNESOTA - MISSOURI - NEBRASKA - NORTH DAKOTA - OKLAHOMA - SOUTH DAKOTA - WISCONSIN

QUOTATION

2429 S. MILL STREET KANSAS CITY, KS 66103
 PHONE (913) 432-5002
<http://www.midamsignal.com>

PREPARED FOR: CITY OF OLATHE
 PREPARED BY: Shawn Batalia

DATE: 3/31/2026

Per Your Request: Olathe Traffic Signal Supplies Trafficalm

QTY	NAME	DESCRIPTION	EACH	TOTAL
1	TCALM-M75-SA300-CTL2	20W INTELLIGENT SIGN CONTROLLER	\$ 1,156.00	\$ 1,156.00
1	TCALM-M75-SA300-CLB2	20 WATT INTELIGENT COLLABORATOR WITH 12aH BATTERY	\$ 1,055.00	\$ 1,055.00
1	TCALM-M75-SA300-CTL3	30W INTELLIGENT SIGN CONTROLLER	\$ 1,221.00	\$ 1,221.00
1	TCALM-M75-SA300-CLB3	30W COLLABORATOR SIGN CONTROLLER	\$ 1,119.00	\$ 1,119.00
1	TCALM-M75-INX9W-N0Y0	AUDIBLE INX POLARA PUSH BUTTON INCLUDES 9X12 PUSH TO CROSS	\$ 862.00	\$ 862.00
1	TCALM-M75-R3636-BA47	SA 36" 4GRP FLASHER RING, WARNING, AMBER	\$ 656.00	\$ 656.00
1	TCALM-M75-SA328-0000	SA328 RECTANGULAR RAPID FLASHING BEACON UNIT	\$ 594.00	\$ 594.00
			TOTAL	\$ 6,663.00

Sales tax is not included; customers are responsible for sales tax or exemption certificate at time of order
 Freight Terms: FOB Destination, Freight Prepaid & Allowed
 Please Note; We Recommend using a 30W Basic Controller with the LED Flasher Ring M75-SA300-BSC3
 30 Watt Solar Basic Sign Controller - Stand Alone, Simple Plug and Play, 12 Ah AGM Battery \$962.00

Terms: Net 30 days from date of invoice, or as approved by Mid American Signal Credit Department.
 An interest charge, as permitted by law, may be assessed on accounts unpaid after 30 days.
 Quotation is valid for 60 days, with delivery 4-5 Weeks after receipt of approved catalog cuts.
 Quotation is based upon quantities shown, any changes can be subject to price adjustment.

Responsibility for liquidated damages lies solely with the purchaser.

The above information is for the use of the person or entity named only. Unauthorized use is prohibited.

The above quotation does not include any installation of the products quoted.

Technical advice at the jobsite, other than that which is required by the Project Plans and Specifications, is available and will be quoted separately upon request.

Intelligent Controllers & Collaborators



CTL2 / CTL 3 Series



INTELLIGENT CONTROLLERS & COLLABORATORS: CTL2 / CTL3 SERIES

The core of the TrafficCalm® Flashing Sign systems, the Intelligent Controllers and Collaborators, are the "brains" of the group. These devices handle everything from flash rate to automatic brightness control to scheduling.

Each Controller or Collaborator allows inputs from a TrafficCalm Smart Radar Sensor and one additional activation device, like a pushbutton or a sensor. Additionally, it has outputs for two flashing LED rings, rectangular rapid flashing beacons, or round beacons, for example. The Flashing Sign Systems' possibilities are endless.

FEATURES

Easy Configuration and Setup

Quick configuration via TC-Connect, a Wi-Fi connection platform developed by TrafficCalm that requires NO Internet Connection! With any browser enabled device, the installer can easily log on and select from multiple options and settings including Flash Duration, LED Brightness, and Dimming Control. Optional TC-Remote compatible controllers allow agencies to remotely connect to multiple TrafficCalm Flashing Sign Systems in one easy-to-manage web-based platform.

Ruggedized Electronics

All electronics are fully epoxy-potted and environmentally sealed. The entire Controller or Collaborator, solar panel, batteries, radar, and Flashing LED Sign Ring can be fully submerged and still operate. (Not intended for underwater installations)

One Controller - Multiple Applications

Each TrafficCalm Intelligent Controller or Collaborator can be configured to be an All-Flash System, Push-2-Cross System, Intelligent Beacon(s), Sequencing Chevron System, Conflict Intersection or High Water Warning System.

Made in the USA

TrafficCalm Controllers and Collaborators are manufactured in the USA in an ISO 9001:2015 certified facility. Build America/Buy America Compliant.

TRAFFICCALM.COM



SPECIFICATIONS

Physical Descriptions

Mounting: Universal bracket accommodates most industry standard round or square posts of suitable load

Designed for retrofit installation to existing infrastructure

Integrated aluminum/HDPE enclosure with fully potted electronics providing NEMA-equivalent environmental protection

All electronics potted for weatherproofing

Stainless fasteners used for corrosion resistance

Equipment: -29.2° F to 165.2° F operating range(-34° C to +74° C)

Input/Output

Inputs: 2 per Controller. Optional input devices include push buttons, environmental sensors, over-height sensors, and others

Outputs: 2 per Controller or Collaborator, 20W max requirement. Output devices include: Sign Rings, Rectangular Rapid Flashing Beacons (RRFBs), and Round Beacons

Radar Port: Accepts input from TrafficCalm® Smart Radar Sensor

Light sensor for configurable auto-dimming feature based on ambient light conditions

System Requirements

Each "system" will have a maximum of one Controller. Additional signs on separate poles or posts in the system are run by Collaborators. For example, in a crosswalk there should be one Controller on one side of the street and one Collaborator on the other side of the street. When a push button is activated on either side of the street, both poles with rectangular rapid flashing beacons and rings flash simultaneously.

Controllers/Collaborators Integrated with Solar/Battery Kits

	CTL2 Series	CTL3 Series
Intelligent Controller Intelligent Collaborator TC-Remote Compatible Controller	M75-SA300-CTL2 M75-SA300-CLB2 Not available	M75-SA300-CTL3 M75-SA300-CLB3 M75-TCR00-CTL3
Weight	25 lbs/11 kg	28 lbs/12 kg
Dimensions	15.35"Wx14.17"Hx1.18"D (39 cm, 36 cm, 3 cm)	14.17"Wx22.44"Hx1.18"D (36 cm, 57 cm, 3 cm)
AC/Solar	Integrated Solar	Integrated Solar
Battery	AGM, 12Ah, 12V	AGM, 12Ah, 12V
Solar Panel	20W/1.16A (included)	30W/1.74A (included)

TC-Connect™ User Interface

Wi-Fi Connectivity: No Internet Connection required

Mode Selection: Pedestrian Crossing, Curve Warning, All Flash, Conflict Intersection, High Water Warning

Configurable Flash Duration (60 flashes/minute by default)

Retrievable activation logs are stored for at least 365 days

On screen status reporting includes: Controller & Collaborator(s) signal strength, flasher output voltages, input voltage (battery or AC devices), charging voltage, & firmware versions

Radio Communication Between Controllers and Collaborators

Wireless activation within 100 milliseconds

Maximum Wireless range of 1000 ft (304.8m) line of sight (Performance varies by local environment and configuration of installation)

FCC Part 15, IC RSS standards compliant 2.4GHz radio

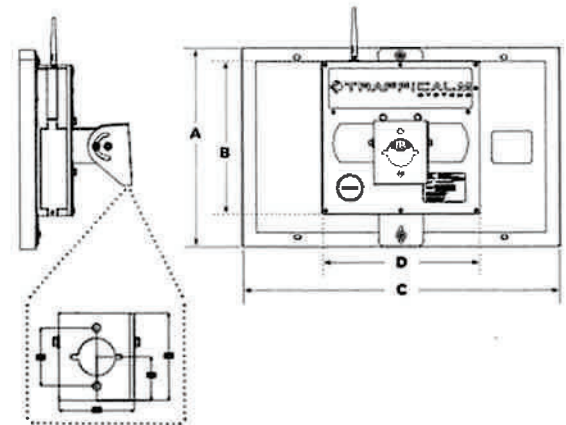
Through hole mounted 2.4 GHz antenna

Warranty and Service

5 year limited warranty, 1 year on batteries

Unlimited tech support from US based factory technicians

CTL2 / CLT3 Series For 20W and 30W 12 Ah Models



	A	B	C	D
M75-SA300-CTL2 M75-SA300-CLB2	14.17 in 36 cm	10.8 in 27.5 cm	15.35 in 39 cm	11.2 in 28.5 cm
M75-SA300-CTL3 M75-SA300-CLB3 M75-TCR00-CTL3	14.17 in 36 cm	10.8 in 27.5 cm	22.44 in 57 cm	11.2 in 28.5 cm

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.