

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 15, 2014

☒ Consent☐ Regular☐ Workshop☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Contract with Siemens Industry, Inc. to provide investment grade energy audits on a continuing contract basis; and
- B) Task Order #1 for energy audit of Parks' Department facilities.

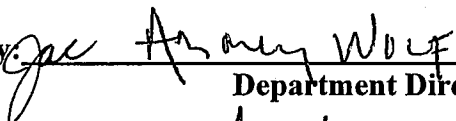
Summary: Energy performance contracting is offered by Energy Service Companies (ESCO) as a way for public sector entities to implement energy improvement projects. The ESCO can provide the resources to design, finance, and acquire needed capital equipment and improve energy efficiency in facilities. One of the most attractive and distinguishing features of energy performance contracting is the ESCO guarantees the energy cost savings which then pay for all associated project costs over the life of the contract. Therefore, there are no upfront costs for the improvements by the County. The initial phase of Energy Performance Contracting is an energy audit, followed by recommendations and a plan to reduce energy costs. This continuing services contract authorizes the audit portion of the process. Future projects will be authorized on a task order basis. Task Order #1 is the first audit under this contract and is to reduce energy and operating costs of Parks' facilities. The cost of the audit is \$89,000 but the County will only have to pay for the audit if the County does not contract with Siemens Industry, Inc for the recommended energy improvements. If the County agrees to the recommendations and the proposed energy savings itemized in the audit, the ESCO agrees to a construction contract with the required bonds and insurance and performs the work. The construction contract will be brought to the Board after the energy audit is completed and a energy savings plan is proposed. The energy audit continuing contract will be for two (2) years with two (2) – one (1) year extension options. Siemens Industry, Inc. is a national firm with a South Florida office in Miramar. There is 0% Small Business Enterprise (SBE) participation in the energy audit phase of the contract as Siemens Industry, Inc. is performing the audit. There will be SBE opportunities in the contracting phase of the project. **(Capital Improvements Division) Countywide (JM).**

Background and Justification: The initial project was initiated by the Parks and Recreation Department, and Facilities Development and Operations performed the selection process and negotiated the contract. Selection was performed under Board adopted procedures pursuant to the Consultants Competitive Negotiation Act and Florida Statute 489.145, Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act. Four firms provided proposals and on January 17, 2014, the Final Selection Committee selected Siemens Industry, Inc. for this contract based on their past performance on energy services contracts and their approach to the Parks and Recreation Department's specific needs. Future work will be authorized through individual task orders when they are required during the term of the contract.

Attachment:

- 1. Contract
- 2. Disclosure of Ownership Interests
- 3. Task Order #1
- 4. Budget Availability Statement

Recommended by:

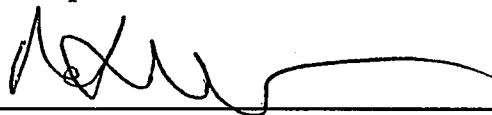


Department Director

3/19/14

Date

Approved by:



County Administrator

4/7/14

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures		0	0	0	0
Operating Costs	\$ 89,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$89,000				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Budget Account No: Fund 0001 Dept 580 Unit 5221 Object 3401

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Individual Task Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 3/27/14
OFMB [Signature] 3/27/14

[Signature] 4/12/14
Contract Administrator
4-2-14 Bioheeler

B. Legal Sufficiency:

[Signature] 4/3/14
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR PROFESSIONAL SERVICES
ON A CONTINUING CONTRACT BASIS
INVESTMENT GRADE ENERGY AUDIT**

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY or Owner, and **SIEMENS INDUSTRY INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as Consultant, whose Federal I.D. number is **13-2762488**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

“Approval”/“Acceptance”/“Authorization”: when referring to COUNTY’S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for professional engineering consultation and advice, specifically the CONSULTANT shall conduct an Investment Grade Energy Audit (“Audit”) of the COUNTY’S facilities (“Facilities”) and provide a report to the COUNTY that will contain detailed projections of energy and cost savings to be obtained at the Facilities as a result of the installation of recommended Energy Conservation Measures (“ECMs”) along with a savings analysis (“Report”) that will meet or exceed the requirements of Section 489.145 of the Florida Statutes. The scope and process of how the Audit that will be conducted, the factors to be considered, and the Facilities to be examined, are more specifically described in Exhibit A to this Contract.

1.1.2 During the term of this Contract, the COUNTY may require Audit’s of other COUNTY facilities. In such an event, the COUNTY may, at its sole discretion, issue a proposal request from CONSULTANT or obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually

understand that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. Other than the tasks set forth in Exhibit A, the COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. This is not an exclusive contract. Other than the tasks set forth in Exhibit A, the COUNTY may enter into similar contracts with other Consultants to provide the same or similar services during the term of this contract.

1.1.4 Additional tasks to be performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost, COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The first task (Project) to be assigned to CONSULTANT under this Contract is described in EXHIBIT A.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the CONSULTANT's cost or the duration of CONSULTANT's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.3 Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services.

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full information as to COUNTY'S requirements for the Project, including design objectives and constraints space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or for a period of two (2) years, with two (2) - one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

SECTION 5 - FEE and PAYMENTS TO CONSULTANT

5.1 Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and

CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, expenses, and overhead and profit as part of the fixed price. Consultant agrees that fee is not tied to construction cost.

5.2 The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will be made as described in Exhibit A.

5.3 A Pay Application with Schedule 4 SBE-M/WBE Payment Certification shall be included with each billing.

5.4 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Service Authorization and current project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.5 If "Out-of-pocket" expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly

performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – Not Used

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with Engineering firms of national repute in the areas of practice required for this project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANT'S possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S skill, efforts and judgment commensurate with ENGINEERING firms of national repute in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional ENGINEERING standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the project.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. COUNTY shall be liable to CONSULTANT for all expenses up to the agreed to cost specified in Exhibit A, Paragraph I incurred by CONSULTANT through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that, copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY provided that COUNTY has paid CONSULTANT within (30) days of delivery for the property it wishes to retain.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine

the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. Upon thirty (30) days prior written notice, County has the authority and right to audit CONSULTANT'S billing and cost records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective. COUNTY shall not unreasonably withhold its approval. Failure of COUNTY to issue a written approval within 10 business days of a request shall constitute an acceptance by COUNTY of said changes.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

7.4.2 CONSULTANT'S Representative

Concurrent with its fee proposal, the CONSULTANT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be

removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY. In the event COUNTY does not provide CONSULTANT with a written objection to the new Project Manager within five (5) business days of notice of CONSULTANT'S intent to change Project Managers, COUNTY shall be deemed to have accepted the new Project Manager.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the County will conduct a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this County Code.

Individuals passing the background check will be issued a badge. Consultant shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the County. If the consultant or its subconsultant terminates an employee who has been issued a badge, the Consultant must notify the County within 2 hours. At the time of termination, the consultant shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Consultant that; 1) does not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the County regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The consultant agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The consultant incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value. The consultant understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The consultant understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance with the SBE Ordinance requirements. In that regard, the consultant agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The consultant further agrees to provide OSBA with a copy of their Contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the consultant will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The consultant understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other consultants.

The consultant agrees to maintain all relevant records and information necessary to document compliance with this Ordinance and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 Insurance

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all

owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.**" CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT

enter into such an agreement on a pre-loss basis.

7.12.8 **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificates shall be addressed to Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604.

7.12.9 **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.12.10 **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any material change in the required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. CONSULTANT shall maintain all insurance policies required under this Contract with carriers holding an AM Best rating of A- or better.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be

reproduced and reused at the discretion of the COUNTY provided COUNTY has paid CONSULTANT for all documents produced under this agreement within thirty (30) days of delivery. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

7.15 Indemnification

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence, breach of any contract, error or omission or willful misconduct of COUNTY, or its officers, employees, or agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributory negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.16 Conflict of Interest

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Florida Statutes, and the Palm Beach County Code of Ethics. For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein.

Any actual or potential conflict between the CONSULTANT'S interests and the CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the County the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.18 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the CONSULTANT shall be mailed to:

Siemens Industry Inc.
Hector Samario
3021 N. Commerce Parkway
Miramar, FL 33025

7.21 Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.22 Entirety of Contractual Contract

7.22.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the

entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | | |
|-----------|---|--------------------------------------|
| Exhibit A | - | Scope of Work |
| Exhibit B | - | Not Used |
| Exhibit C | - | SBE-M/WBE Schedules 1 and 2 |
| Exhibit D | - | Insurance Certificates |
| Exhibit E | - | Conflict of Interest Disclosure Form |

7.23 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the

production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

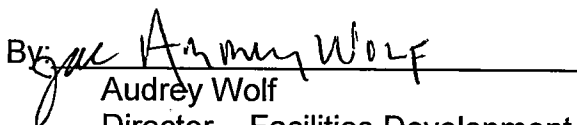
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

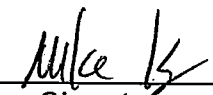
APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Audrey Wolf
Director – Facilities Development
& Operations

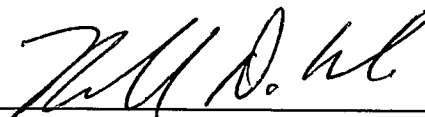
WITNESS for CONSULTANT signature:

CONSULTANT: SIEMENS INDUSTRY
INC.



Signature
Mike Kearney
Sr. Director,
Energy & Environmental Solutions

Name (type or print)

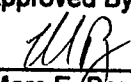


Signature
Russell DeNapoli
Director
Field Finance Operations

Name (type or print)

Title

Title

Approved By Legal


Marc E. Bouchard

Exhibit A – Scope of Work – Task Order #1

A comprehensive energy use and savings analysis (the "**Energy Audit**") must be performed at the Parks' Facilities in order to determine the feasibility of entering into an Energy Performance Contracting Project to provide for the installation and implementation of energy conservation measures (ECMs) at the Facilities. For purposes of the Task #1, "Facility" or "Facilities" shall mean "list of Parks and Facilities Identified for ESCO for Investment Grade Audit" provided as part of RFP and as may be subsequently modified by mutual agreement".

If the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facilities, the Parties intend to negotiate an Energy Services Agreement (ESA) under which the Consultant shall design, procure, implement, provide training, maintain, and monitor such energy conservation measures at the Facilities;

Article 1: Scope of Energy Audit

The Consultant will perform the Energy Audit and prepare a detailed engineering and economic report (the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facilities. The Report shall contain detailed projections of energy and cost savings to be obtained at the Facilities as a result of the installation of the recommended energy conservation measures (ECMs). The savings calculations must utilize assumptions, projections, and baselines which best represent the true value of future energy or operational savings for the Facilities, including accurate marginal cost for each unit of savings at the time the audit is performed; documented material and non-staff labor costs actually avoided; adjustments to the baseline to reflect current conditions at the Facilities, compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Consultant's plan for installing or implementing the measures in the Facilities, including all anticipated costs associated with the installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an ESA between the County and the Consultant; however, the County shall be under no obligation to negotiate such a contract.

The Consultant shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility Information

The Consultant shall collect general Facility information such as: size, age, construction type, condition, and general use of the Facilities. The Consultant shall also collect and summarize Facility utility cost and consumption data for the most recent 36-month period. Consultant shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or currently contemplated for installation by the County in the Facilities which will remain separate from the Energy Services Agreement throughout the duration of the ESA.

County shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facilities for the most current 36 month period, if available, including: utility records; occupancy information; descriptions of any changes in the structure of the Facilities or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facilities; and, descriptions of energy management procedures presently utilized. The Facilities also shall furnish a record of any energy-related improvements or modifications that have been installed during the past three (3) years, or are currently being installed, or are currently contemplated for installation by the County in the Facilities separate from the Energy Service Agreement throughout the duration of that agreement. The County also shall provide copies of drawings, equipment logs, and maintenance work orders to the Consultant insofar as this information is readily available.

B. Inventory Existing Systems and Equipment

Consultant shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the Facilities, including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment
- Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Kitchen and associated dining room equipment, if applicable
- Exhaust systems and equipment
- Hot water systems
- Electric motors 5 HP and above, transmission and drive systems
- Interior and exterior lighting
- Laundry equipment, if applicable
- Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
- Other major energy using systems, if applicable

The inventory shall address the following considerations:

1. The loads, proper sizing, efficiencies, or hours of operation for each system; (Where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used. But, for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by the County).
2. Current operating condition for each system
3. Remaining useful life of each system
4. Feasible replacement systems
5. Hazardous materials and other environmental concerns

The Consultant shall use data loggers and conduct interviews with Facility operation and maintenance staff regarding the Facility's systems operation, occupancy patterns, and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

Consultant shall examine the most recent 36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. Consultant shall consult with Facility staff and account for any unusual or anomalous utility bills that may skew Base Year consumption from a reasonable representation.

Consultant shall estimate loading, usage and/or hours of operation for all major end uses representing more than 5% in aggregate of total Facility consumption including, but not limited to:

- Water
- Lighting
- Heating
- Cooling

- HVAC motors (fans and pumps)
- Plug load
- Kitchen equipment
- Other equipment
- Miscellaneous

Where loading and/or usage are highly uncertain Consultant shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the County. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels, and water. The contribution to electric-peak demand for each end use also shall be reconciled to within 5% of the annual Base Year Peak. The "miscellaneous" category shall not be more than 5%. The purpose of this is to place reasonable limits on potential savings.

D. Develop List of Potential Energy Conservation Measures (ECMs)

The Consultant shall:

1. Identify and propose potential ECMs for installation or implementation at the Facilities, including cut sheets on proposed equipment.¹ For non-standard ECMs provide information regarding product site installations.
2. Provide a detailed estimate of the cost, savings, and life expectancy of each proposed ECM.
3. Specify Facility(s) operations and maintenance procedures that will be affected by the installation/implementation of the proposed ECMs.
4. Provide analysis methodology, supporting calculations, and assumptions used to derive baselines (e.g. lighting operating hours) and estimate savings. Provide the existing and proposed air and hot water temperatures, amount of outdoor air ventilation (CFMs), lighting, and acoustic levels. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.
5. For savings estimates using computer simulations, the Consultant shall provide access to the program and all inputs and assumptions used, if requested by the Agency.
6. Provide a detailed preliminary-savings measurement and verification plan for each proposed ECM.
7. Provide a detailed preliminary commissioning plan for the proposed ECMs.
8. Provide detailed calculations for any rate-saving proposals.
9. Provide detailed supporting calculations for any proposed maintenance, material, or other operational savings. Describe annual variances in savings from year to year (e.g. lighting, warranties).
10. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.). Provide emission reductions data for NO_x, CO₂ and SO₂. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (e.g. electricity/water).

¹ (Optional) ECMs of particular interest to Agency are specified in Attachment A and should be addressed in the Report. The attached list is not intended to be exhaustive nor limit the Company's evaluation and development of a comprehensive list of potential ECMs.

11. For all proposed ECMs, Consultant shall comply with all applicable state, federal, and local codes and regulations in effect at the time of this analysis.

This list shall be compiled and submitted to the County within 120 days of the execution of this Contract.

E. Select Final Recommended ECMs

Consultant shall, in consultation with the County, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facilities.

F. Cost and Fee Estimates

Consultant shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the Audit including breakouts for non-staff labor, materials, and equipment. In addition, project cost data must be provided in the format included in *Attachment B: ESCO Cost Proposal and Cash Flow Analysis*.

Consultant shall also provide estimates of monthly costs associated with sustaining the project performance including breakouts for maintenance fees, monitoring fees, and training fees.

G. Savings Estimates

The County has endeavored to provide the Consultant with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Consultant should seek written guidance from the County. The County reserves the right to reject items claimed as savings which are not in the County's utility budget line or which have been claimed contrary to the guidance given in this Contract or contrary to written guidance given to Consultant.

For the purposes completing the Cash Flow Analysis in Attachment B, the following items will be allowed as savings or in the development of savings:

Escalation rates of 3 % for natural gas²
Escalation rates of 3 % for electricity
Escalation rates of 3 % for oil
Escalation rates of 3 % for steam
Escalation rates of 3 % for water
Escalation rates of 3 % for other fuel type (specify)
Escalation rates of 3 % for operation and maintenance cost savings
Escalation rates of 3 % for material/commodity cost savings
Escalation rates of 3 % for allowable labor savings

The following items will not typically be credited as savings derived from a proposed ECM. The Consultant may seek exemptions from the County on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with the County.

County in-house labor cost
County deferred maintenance cost
Offset of future County capital cost

² It should be noted that the base rate value for each fuel and water unit will not devalue in the event of any rate decrease. The County reserves the right to impose ceiling rates for fuel escalations.

H. Report Format

The Consultant shall prepare a two-volume report as follows:

Each volume should be submitted using 8 ½ " x 11" sheets of paper and a font size no smaller than 10 point. The pages in each volume should be numbered sequentially, include a Table of Contents and be tabbed with the visible titles of corresponding Schedules (Volume 1) or Sections (Volume 2).

Volume 1 of 2 shall include the presentation of information in the following Schedules required for the Energy Services Agreement (ESA), to the extent the information has been developed during the course of performing the audit. Preliminary information and incomplete schedules will be finalized during audit negotiations, prior to execution of the ESA.

Schedules

Schedule A	Equipment to be Installed
Schedule B	Energy Savings Guaranty
Schedule C	Compensation to Consultant
Schedule D	Premises
Schedule E	Calculation of Baseline/Benchmarks
Schedule F	Financing Agreement
Schedule G	Consultant Maintenance Responsibilities
Schedule H	Agency Maintenance Responsibilities
Schedule I	ECMs Operating Parameters/Standards of Comfort and Service
Schedule J	Consultant Training Responsibilities
Schedule K	Project Installation Schedule
Schedule L	Current and Known Future Capital Projects at the Premises
Schedule M	Pre-Installation Equipment Inventory
Schedule N	Methods of Savings Measurement and Verification
Schedule O	Equipment Systems Startup and Commissioning of ECMs
Schedule P	Alternative Dispute Resolution (ADR)
Schedule Q	Insurance and Bonds
Schedule R	Warranties
Schedule S	Proposed Final Project Cost and Proposed Final Project Cash Flow Analysis

Attachment A	Sample Construction Process language
Exhibit I	Performance Bond/Construction Bond
Exhibit II (i)	Certification of Acceptance--Energy Audit Report
Exhibit II (ii)	Certification of Acceptance—Energy Conservation Measures
Exhibit III	Equipment Warranties

Volume 2 of 2 shall include all of the information required in Section D and the sections below, and should be presented in the following format:

1. Executive Summary

Provide an executive summary that describes the Facilities, measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. Include a summary of the recommended measures and costs using the table format provided below.

	ECM	Total Cost	Energy Cost Savings	Simple Payback
1.				
2.				
3.				
Totals				

2. Measures Not Evaluated

Include a discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.

3. Baselines

Provide a summary of all utility bills, consumption baselines and how they were established, and end use reconciliation with respect to the baselines (including a discussion of any unusual characteristics and findings).

4. ECM Summaries

Provide detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues. Provide a financial analysis for each proposed ECM (See Section F).

5. Cost and Savings Estimates

Conclusions, observations, and caveats regarding the cost and savings estimates.

6. Appendices

Provide thorough appendices that document the data relied upon to prepare the analysis and how that data was collected.

Article 2: Energy Services Agreement (ESA)

The Parties intend to negotiate an ESA under which the Consultant shall design, install, and implement energy conservation measures which the Parties have agreed to and provide certain training, maintenance, and monitoring services. However, nothing in this Contract should be construed as an obligation on any of the Parties to execute such an ESA. The terms and provisions of such an ESA shall be set forth in a separate Contract.

Article 3: Not Used

Article 4: Termination

A. By Contractor:

Consultant may terminate this Task #1 prior to the completion of the Energy Audit and Report or subsequent to the scheduled completion of the Energy Audit and Report if:

- (i) it determines that it cannot guarantee a minimum amount of savings in energy costs through the implementation of an energy performance contracting project at the Facilities; or
- (ii) it determines that even though it can guarantee a minimum amount of savings in energy costs, that the amount would be insufficient to cover the costs associated with performing the Audit, installing energy conservation measures and related training, maintenance and monitoring services over the specified term of 15 years.

In the event Consultant terminates the Task #1 pursuant to Section 4 A (i) or (ii) the County shall not be obligated to pay any amount to Consultant for services performed or expenses incurred by Consultant in performing the Energy Audit and Report required under this Task #1. Consultant shall provide the Facility with any Audit documents (preliminary notes, reports, or analysis) which have been produced or prepared prior to the effective date of the termination. Consultant will return any documents or information that was provided by the County.

Termination under this section shall be effective upon County's receipt of written notification from the Consultant stating the reason for the termination and all documents which support termination pursuant to 4 A (i) or 4 A (ii) herein.

B. By County:

County may terminate this Task #1:

- (i) If the Consultant fails to complete the Energy Audit and deliver the Report to the County by the date established in Article 1 H. above; or fails to obtain a written extension of that date from the County. Termination under this subsection B (i) shall be effective upon Consultant's receipt of written notification from the County that the deadline for submission of the Energy Audit and Report has passed. In this event, the County shall not be obligated to pay any amount to Consultant for services performed or expenses incurred by the Consultant in performing the Energy Audit and preparing the Report required under this Task #1. Consultant shall provide the Facility with any Audit documents (preliminary notes, reports, or analysis) which have been produced or prepared prior to the effective date of the termination. Consultant will return any documents or information that was provided by the County.
- (ii) If, prior or subsequent to the completion of the Energy Audit or Report, the Consultant notifies the County in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon Consultant's receipt of written notification of termination from the County. In this event, the County shall not be obligated to pay any amount to Consultant for services performed or expenses incurred by Consultant in performing the Energy Audit and preparation of the Report required under this Task #1. Consultant shall provide the County with any Audit documents (preliminary notes, reports, or analysis) which have been produced or prepared prior to the effective date of the termination. Consultant will return any documents or information that was provided by the County.
- (iii) If, prior or subsequent to the completion of the Energy Audit or Report, the County notifies the Consultant in writing that it has elected to terminate this Task #1 and not enter into an ESA, the County shall reimburse the Consultant for either the actual expenses incurred or percent of the Audit and Report completed as of the effective date of the termination, the amount being determined as fair and equitable by the County. Termination under this subsection B (iii) shall be effective upon Consultant's receipt of written notification from the County.

Consultant agrees to provide the County with any records of expenses incurred and any preliminary notes, reports or analyses that have been produced or prepared prior to the effective date of the termination. Such documentation shall be used by the County to determine the

extent of work completed by Consultant prior to termination and shall become the property of the County.

If after completion and acceptance of the Energy Audit, the County does not enter into an ESA with the Consultant within 120 days after written acceptance of the Energy Audit, the County agrees to reimburse the Consultant for the cost of the Energy Audit as detailed herein. Termination under this subsection B (iii) shall be effective upon Consultant's receipt of written notification from the County. The Energy Audit and Report will become the property of the County.

It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute an Energy Services Contract, no payment shall be due for the Energy Audit or Report under the terms of this Task #1. This Task #1 shall automatically terminate upon the execution of an ESA by Consultant and the County for an energy performance contracting project at the Facilities. It is further understood that all sums due and owing CONSULTANT for its services under this Agreement for the Energy Audit shall be incorporated into the ESA.

Article 5: Intellectual Property

- A. Deliverables. All non-proprietary notes and reports that are specifically prepared by Siemens under this Task (the "Deliverables") shall become the COUNTY's personal property upon the COUNTY's execution of the ESA or upon the COUNTY's payment of the Fee, whichever is earlier. Any reuse of the Deliverables for other projects or locations without the written consent of Siemens, or use other than by the COUNTY, will be at such other user's sole risk and without liability to Siemens; and, unless expressly prohibited by law, the COUNTY and the other users, jointly and severally shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising from such unauthorized use.
- B. Intellectual Property. Notwithstanding the foregoing, the COUNTY shall not, by virtue of this Task, acquire any ownership interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual proprietary rights, or similar items of property which are owned by Siemens, any of Siemens' subcontractors, or by any of Siemens' consultants, whether or not they are used in connection with the work provided under this TASK.
- C. Confidentiality. Unless prohibited by law, any information concerning Siemens or the COUNTY that is designated as proprietary and disclosed in confidence to the other party during the term of this TASK is disclosed in confidence. The party that receives such confidential information shall not publish or disclose the same to any other entity or person without the prior written approval of the disclosing party unless required to do so under the applicable public records law.

Attachment A
Facility Recommended ECMs
(Not Used)

Attachment B

ESCO Cost Proposal

Cost Proposal Energy Performance Contract

County Name: _____ ESCO Name: _____

Total Financed Project Costs: \$ _____

Estimated Value of Hard Costs¹: \$ _____

Category of Service Fees	Estimated Percentage (%) of Hard Costs	Dollar (\$) Value of Service Fees
Project Service Fees		
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management		
System Commissioning		
Equipment Initial Training Fees		
Contingency Costs		
Construction Interest		
Totals		
Annual Service Fees		
Measurement and Verification		
Maintenance		
Performance Monitoring		
On-going Training Services		
Totals		

¹The total value of *Hard Costs* is defined in accordance with standard AIA definitions that include:

Labor costs, subcontractor costs, cost of materials and equipment, temporary facilities and related items, and miscellaneous costs such as permits, bonds, taxes, insurance, mark-ups, overhead and profit, etc.

NOTE: Percentages should include all mark-ups, overhead, and profit. Figures stated as a range (e.g. 2%-5%) will not be accepted.

ESCOs proposed interest rate available at the time of submission: _____

Financial Institution: _____ Address: _____

Contact Person: _____ Title: _____ Phone #: _____

ESCOs Annual Project Cash Flow Analysis
Energy Performance Contracting Project

Financed Project Costs: _____
 Finance Term: _____
 Annual Interest Rate*: _____
 Construction Months: _____
 Annual Payment: _____

Escalation Rate by Savings Category*

Electric: _____
Natural Gas: _____
Steam: _____
Water: _____

Operations & Maintenance costs: _____
 Other (specify): _____
 Escalation Rate for Annual Fees*: _____

***Information to be provided by County**

[illegible]

EXHIBIT B – NOT USED

EXHIBIT C -SBE/M/WBE SCHEDULE 1 & 2

SIEMENS INDUSTRY INC. IS PLANNING TO MEET OR EXCEED THE COUNTY'S 15% SBE/M/WBE PARTICIPATION REQUIREMENT AS A PART OF THE CONSTRUCTION OF THE OVERALL PROJECT; BUT, THE PARTIES ACKNOWLEDGE AND AGREE THAT SIEMENS SHALL NOT INCLUDE THE PARTICIPATION OF SBE/M/WBE'S IN THIS AUDIT PORTION OF THE PROJECT BECAUSE THE EXPERTISE OF SIEMENS IS NEEDED TO ANALYZE THE OVERALL FEASIBILITY OF THE PROJECT AND TO MINIMIZE SIEMENS' RISK ASSOCIATED WITH ITS ENERGY SAVINGS GUARANTEE REQUIRED BY THE COUNTY.

EXHIBIT D – INSURANCE CERTIFICATE(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2014

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 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): E-MAIL: ADDRESS:	
100129-6-7BA-SBT1-13/14 218 AWhite NOC60				INSURER(S) AFFORDING COVERAGE	
INSURED SIEMENS INDUSTRY, INC. INCLUDING BUILDING TECHNOLOGIES DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513				NAIC #	
				INSURER A : HDI-Gerling America Insurance Company 41343	
				INSURER B : Travelers Property Casualty Co. of America 25674	
				INSURER C : The Charter Oak Fire Insurance Company 25615	
				INSURER D :	
				INSURER E :	
				INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

NYC-006819836-03

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLD1110105	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			TC2JCAP7440L34A13	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2OUB7440L27113 (AOS)	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		TRJUB7440L28313 (AZ, MA, OR & WI)	10/01/2013	10/01/2014	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	TWXJUB7440L33813 (OH & WA)	10/01/2013	10/01/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				""\$500K LIMIT / \$500K SIR""			E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MARSH CONTACT INFO: CINDY STATHOS 512-378-4665 (njsiemens.csg@marsh.com)

RE: ENERGY PERFORMANCE CONTRACTING SERVICES - PALM BEACH COUNTY

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
C/O CAPITAL IMPROVEMENTS DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FL 33411-5604

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

Manashi Mukherjee

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AGENCY CUSTOMER ID: 100129

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. INCLUDING BUILDING TECHNOLOGIES DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: ENERGY PERFORMANCE CONTRACTING SERVICES - PALM BEACH COUNTY

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

NONE.

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by _____ and _____
as _____ and _____, respectively of **Siemens, Industry, Inc.**

who hereby certify that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

SIEMENS INDUSTRY, INC.

BY: Mike Kearney Mike Kearney 3/19/14
(Signature) Sr. Director, (Date)
Energy & Environmental Solutions

BY: _____
(Signature) (Date)

Approved By Legal

Marc E Bouchard
Marc E Bouchard

**ACKNOWLEDGEMENT OF APPOINTED SIGNATURE AUTHORITY FROM
PRESIDENT AND CHIEF EXECUTIVE OFFICER DARYL DULANEY
AND CHIEF FINANCIAL OFFICER AXEL MEIER
OF THE INFRASTRUCTURE & CITIES SECTOR OF
SIEMENS INDUSTRY, INC.**

- A. We, the undersigned, Daryl Dulaney, President and Chief Executive Officer and, Axel Meier, Chief Financial Officer of the **Infrastructure & Cities Sector** of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals: (1) have been appointed to their respective offices as set out herein below in accordance with the By-Laws of the Corporation; and (2) are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of their respective Divisions or Business Units of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$10,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

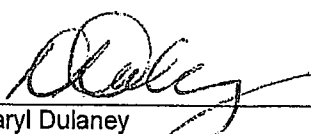
Authorized Signatories	
Business Operations (Name/Office)	Finance/Central Support Function (Name/Office)
Matthias Rebellius President, Building Technologies Division	Mark Evans Vice President, Finance and Business Administration, Building Technologies Division
Kevin Yates President, Low and Medium Voltage Division	Anton Duvall Vice President, Finance and Business Administration, Low and Medium Voltage Division
Terry Heath President, Mobility and Logistics Division	Matthias Schlelein Vice President, Finance and Business Administration, Mobility and Logistics Division
Michael Cahill President, Rail Systems Division	Christopher Halleus Vice President, Finance and Business Administration, Rail Systems Division
Daryl Dulaney, Acting President, Smart Grid Division	Martin Schultz Vice President, Finance and Business Administration, Smart Grid Division
Aaron Falcione Vice President, Human Resources	
Kenneth Cornelius Vice President, Business Development	
Alex Stuebler Vice President, Strategy	

- B. We further acknowledge that each of the signatures of the persons referred to in paragraph A is binding upon the Corporation.
- C. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and Finance/Central Support Function, whom shall have the requisite signature authority to be legally binding upon the Corporation.


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

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, on this 15th day of January, 2014.





Daryl Dulaney
President & CEO
Infrastructure & Cities Sector
Siemens Industry, Inc.



Axel Meier
CFO
Infrastructure & Cities Sector
Siemens Industry, Inc.

**DELEGATION OF SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

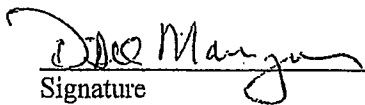
I, **David Mangano**, on behalf of **Siemens Industry, Inc.**, for its **Building Technologies Division**, ("SII"), by virtue of the authority vested in me as **Sr. Vice President, Field Operations** to sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s):

Michael Kearney, Sr. Director Energy and Environmental Solutions
Richard Osburn, Sr. Director Portfolio and Productivity
Thomas Strollo, Sr. Director Field Operations

I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: June 19, 2013



Signature

David Mangano

Sr. Vice President, Field Operations

**ACKNOWLEDGEMENT OF
APPOINTED SIGNATURE AUTHORITY FROM
PRESIDENT MATTHIAS REBELLIOUS
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARK EVANS**

SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION

- A. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Business Operations</u>	
Dave Mangano	Sr. Vice President Field Operations

<u>AUTHORIZED SIGNATORIES</u> <u>Business Operations</u>	
Peter Kamps	Vice President, Division Finance and Business Administration

- B. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$1,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Business Line & BU Leaders</u>	
Dave Hopping	Vice President, Building Performance & Sustainability (BPS)
Richard Lattanzi	Vice President BU, Control Products and Systems (CPS)

David Galla	Sr. Director BU, Finance and Business Administration
Dana Soukup	Vice President, Solutions
Brad Haeberle	Vice President, Solutions
Rich Cillessen	Sr. Director, Enterprise Security

- C. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

AUTHORIZED ZONE SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Chris Lofaso, El Dorado Zone Manager	Bob Kelly, El Dorado Zone Finance and Business Administration
Richard Burvant, Mountain Pacific Zone Manager	Ray Stalla, Mountain Pacific Zone Finance and Business Administration
Paul Hayes, Gateway Zone Manager	Kai Hagen, Gateway Finance and Business Administration
Gary Grashoff, The Big South Zone Manager	Mark Houghteling, The Big South Zone Finance and Business Administration
Todd Gallmidi, South Atlantic Zone Manager	Steve Kaminsky, South Atlantic Zone Finance and Business Administration
Dan Crowley, Appalachian Zone Manager	Thomas Barlow, Appalachian Zone Finance and Business Administration
Joe Peters, Liberty Zone Manager	Jim Gerlach, Liberty Zone Finance and Business Administration
Tony Riccella, Great Central Zone Manager	Carol Young, Great Central Zone Finance and Business Administration
Tom Foley, Northeast Zone Manager	Steve Lillis, Northeast Zone Finance and Business Administration
Stephane Chayer, Canada Zone Manager	George Ravalico, Canada Zone Finance and Business Administration

- D. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the

"Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$300,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

AUTHORIZED PACE SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Jim Diemer, Executive Vice President and Managing Director	Dirk Rauber, Finance Director, Finance and Business Administration

- C. We further acknowledge that each of the signatures of the persons referred to in paragraph A are binding upon the Corporation.
- C. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- D. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- E. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 15 day of November, 2013



Matthias Rebellius 11/25/13
 Matthias Rebellius
 President
 Siemens Industry, Inc.
 Building Technologies Division

Mark Evans Nov 21, 2013
 Mark Evans
 Vice President, Finance and Business Administration
 Siemens Industry, Inc.
 Building Technologies Division

**DELEGATION OF SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

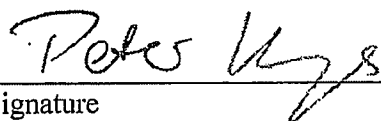
I, **Peter Kamps**, on behalf of **Siemens Industry, Inc.**, for its **Building Technologies Division**, ("SII"), by virtue of the authority vested in me as **Vice President, Division Finance and Business Administration** to sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s):

Robert Brown, Director Field Planning & Controlling
Russell DeNapoli, Director Field Finance Operations

I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: June 17, 2013



Signature

Peter Kamps

Vice President, Division Finance and Business Administration

**DELEGATION OF SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

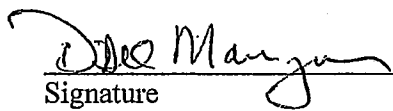
I, **David Mangano**, on behalf of **Siemens Industry, Inc.**, for its **Building Technologies Division**, ("SII"), by virtue of the authority vested in me as **Sr. Vice President, Field Operations** to sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s):

Michael Kearney, Sr. Director Energy and Environmental Solutions
Richard Osburn, Sr. Director Portfolio and Productivity
Thomas Strollo, Sr. Director Field Operations

I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: June 19, 2013



Signature
David Mangano
Sr. Vice President, Field Operations

**ACKNOWLEDGEMENT OF
APPOINTED SIGNATURE AUTHORITY FROM
PRESIDENT MATTHIAS REBELLIOUS
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARK EVANS**

SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION

- A. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Business Operations</u>	
Dave Mangano	Sr. Vice President Field Operations

<u>AUTHORIZED SIGNATORIES</u> <u>Business Operations</u>	
Peter Kamps	Vice President, Division Finance and Business Administration

- B. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$1,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Business Line & BU Leaders</u>	
Dave Hopping	Vice President, Building Performance & Sustainability (BPS)
Richard Lattanzi	Vice President BU, Control Products and Systems (CPS)

David Galla	Sr. Director BU, Finance and Business Administration
Dana Soukup	Vice President, Solutions
Brad Haeberle	Vice President, Solutions
Rich Cillessen	Sr. Director, Enterprise Security

C. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

AUTHORIZED ZONE SIGNATORIES	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Chris Lofaso, El Dorado Zone Manager	Bob Kelly, El Dorado Zone Finance and Business Administration
Richard Burvant, Mountain Pacific Zone Manager	Ray Stalla, Mountain Pacific Zone Finance and Business Administration
Paul Hayes, Gateway Zone Manager	Kai Hagen, Gateway Finance and Business Administration
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Todd Galimidi, South Atlantic Zone Manager	Steve Kaminsky, South Atlantic Zone Finance and Business Administration
Dan Crowley, Appalachian Zone Manager	Thomas Barlow, Appalachian Zone Finance and Business Administration
Joe Peters, Liberty Zone Manager	Jim Gerlach, Liberty Zone Finance and Business Administration
Tony Riccella, Great Central Zone Manager	Carol Young, Great Central Zone Finance and Business Administration
Tom Foley, Northeast Zone Manager	Steve Lillis, Northeast Zone Finance and Business Administration
Stephane Chayer, Canada Zone Manager	George Ravalico, Canada Zone Finance and Business Administration

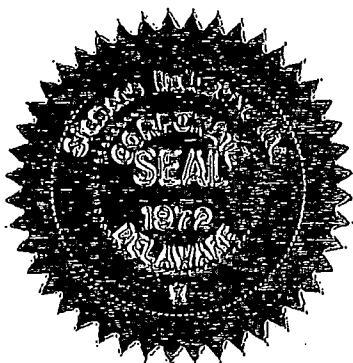
D. We, the undersigned, Matthias Rebellius, President, and Mark Evans, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the

"Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$300,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

AUTHORIZED PACE SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Jim Diemer, Executive Vice President and Managing Director	Dirk Rauber, Finance Director, Finance and Business Administration

- C. We further acknowledge that each of the signatures of the persons referred to in paragraph A are binding upon the Corporation.
- C. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- D. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- E. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 15 day of November, 2013



Matthias Rebellius 11/25/13
 Matthias Rebellius
 President
 Siemens Industry, Inc.
 Building Technologies Division

Mark Evans Nov 21, 2013
 Mark Evans
 Vice President, Finance and Business Administration
 Siemens Industry, Inc.
 Building Technologies Division

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared Todd Galimidi, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual *or*
☒ the Zone Manager of Siemens Industry, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 3021 N Commerce Parkway, Miramar, FL 33025

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

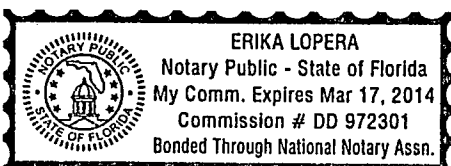
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Todd Galimidi
TODD GALIMIDI, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 18th day of march, 2014, by Todd Galimidi, [] who is personally known to me or [] who has produced as identification and who did take an oath.



Erika Lopera
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

Siemens Corporation (100% ownership of Siemens Industry, Inc.)
Address: 300 New Jersey Ave NW, WDC, 20001

Siemens USA Holdings, Inc. (100% ownership of Siemens Corporation)
Address: 300 New Jersey Ave NW, WDC, 20001

Siemens Beteiligungen USA GmbH (100% ownership of Siemens USA Holdings, Inc.)
Address: St. Martin SraBe76, Munchen, Germany 81541

Siemens Beteiligungen Inland GmbH (100% ownership of Siemens Beteiligungen USA GmbH)
Address: St. Martin SraBe76, Munchen, Germany 81541

Siemens Aktiengesellschaft "Siemens Ag" * (100% ownership of Siemens Beteiligungen Inland GmbH)
Address: Wittelsbacherplatz 2, Munich, Germany 80335

*Siemens Ag is currently traded on the NYSE under ticker SI.

TASK ORDER # 1
SIEMENS INDUSTRY, INC.

THIS TASK ORDER NO. 1 to the Contract between Palm Beach County and the Consultant identified herein is for the Consultant Services described below.

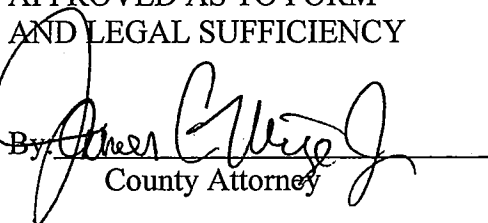
1. **Description of Services to be provided by Consultant:** See Exhibit A, Scope of Work of ESCO contract.
2. **Compensation:** The cost for the completed Energy Audit and Report will be eighty-nine thousand dollars (\$89,000.00).
3. All terms, conditions, and obligations of the original Contract shall remain in full force and effect.
4. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official **"Notice to Proceed"**. The Report shall be completed within 120 days of the date of execution of this Task Order #1.

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.


ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

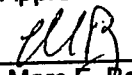
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

CONSULTANT WITNESS:


Signature
Mike Kearney
Sr. Director,
Energy & Environmental Solutions
Name (type or print)

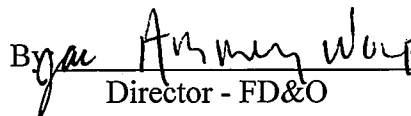
Approved By Legal


Marc E. Bouchard


PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

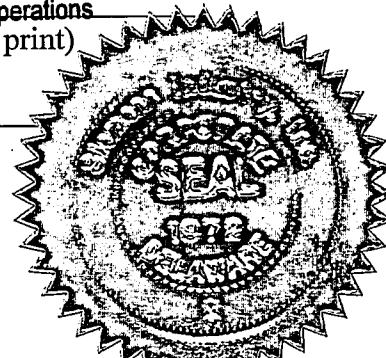
By: 
Director - FD&O

CONSULTANT:


Signature
Russell DeNapoli
Director
Field Finance Operations
Name (type or print)

Title

(Corporate Seal)



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 02/26/14 REQUESTED BY: John Chesher
Rev. 03/27/14

PHONE: 233-0266
FAX: 233-0270

PROJECT TITLE: Energy Performance Contracting Services

PROJECT NO.: 13227

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$89,000

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Siemens Industry, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

*Replaces BAS dated 02/26/14
(staff charges removed)*

CONSTRUCTION	
PROFESSIONAL SERVICES	\$89,000
STAFF COSTS** (Design/Construction Phase)	
MISC. (permits, prints, advertising)	
TOTAL	\$89,000

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 0001 DEPT: 580 UNIT: 5221 OBJ: 3401

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: *John Chesher* DATE: _____

ENCUMBRANCE NUMBER: _____

Revised 06/22/10

FUNDING SOURCE(S)	
<input type="checkbox"/>	Bond
<input type="checkbox"/>	Impact Fees
<input type="checkbox"/>	Improvement Fund
<input checked="" type="checkbox"/>	Ad Valorem
<input type="checkbox"/>	Other

BAS APPROVAL	
<input checked="" type="checkbox"/>	FULLY FUNDED WITHIN CURRENT BUDGET
<input type="checkbox"/>	FULLY FUNDED PENDING BUDGET TRANSFER