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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(D)

From: Carlos Alvarez
Mayor

Resolution No. R-72-11

George M. Burgess
County Manager

Subject: Award Of Contract: Energy Baseline Assessment

RECOMMENDATION

It is recommended that the Board of County Commissioners waive formal bid procedures and approve award of a contract to the University of Miami to conduct energy consumption baseline assessment study for the Office of Sustainability (OOS) to reduce energy consumption at two Miami-Dade County buildings. This assessment will be funded through an American Recovery and Reinvestment Act (ARRA) federal grant through the Energy Efficiency and Conservation Block Grant Program.

CONTRACT NUMBER: BW9388-1/12

CONTRACT TITLE: **Energy Baseline Assessment**

TERM: Two years

METHOD OF AWARD: Bid Waiver

CONTRACT AMOUNT: $143,000 for a two year period

USING/MANAGING AGENCY AND FUNDING SOURCE:

Departments	Allocation	Funding Source	Project Manager
Office of Sustainability	$143,000	ARRA Grant through Energy Efficiency and Conservation Block Grant Program	Patricia Gomez

DPM AGENT/OFFICER: Leonard Gonzalez, Department of Procurement Management

VENDORS RECOMMENDED FOR AWARD:

Name	Address	Principal
University of Miami	1507 Levante Avenue, Suite #305 Coral Gables, FL 33146	Dr. Shihab S Asfour

PERFORMANCE DATA: There are no performance issues with this firm.

COMPLIANCE DATA: There are no compliance issues with this firm.

CONTRACT MEASURES:	No measures- Bid Wavier
REVIEW COMMITTEE DATE:	August 4, 2010: Item #5-04
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The User Access Program provision does not apply because of Federal funds.
LOCAL PREFERENCE:	The Local Preference Ordinance is not applicable.
ESTIMATED CONTRACT COMMENCEMENT DATE:	Upon approval by the Board of County Commissioners and expiration of the Mayoral veto period.

BACKGROUND

This contract will allow for the County to contract with the University of Miami to perform an energy consumption baseline study to assess consumption of energy in two Miami-Dade County office buildings: Stephen P. Clark Center and Richard E. Gerstein Justice building. This baseline assessment will be funded through an American Recovery and Reinvestment Act (ARRA) federal grant through the Energy Efficiency and Conservation Block Grant Program. ARRA funded projects are exempt from Committee review in accordance with County Ordinance #09-60 *Economic Stimulus Ordinance.*

The grant expects the County to develop a partnership and collaborative relationship with sustainable building industry professional institutions such as Lighting Research Center at Rensselaer Polytechnic Institute and the University of Miami Energy Assessment Center. This partnership will allow the County access to data from a wide variety of research projects. The County issued a Request for Information (RFI) to identify professional institutions for this study. The University of Miami is the only professional institute interested in providing these services to the County.

The University of Miami will work with the Office of Sustainability to achieve the baseline scenario awareness and objectives through data collection at a sampling rate of one minute intervals. Wide-range of data-gathering tools including data loggers, light sensors, illumination recorders, and temperature loggers will be used to collect data. These energy-data loggers will monitor demand-and-energy consumption. This data will be used to reduce energy consumption by implementing any of the following measures: performance contracting, green technologies, and policies governing energy efficiency as a resource. A post-assessment study will be conducted after the County has implemented measures for reduction of energy consumption. This study will assist the County to maximize energy efficiency and results can be use to encourage and incentivize the community to do the same.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(D)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(D)
2-1-11

RESOLUTION NO. R-72-11

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI DADE COUNTY BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO AWARD AND EXECUTE AN AGREEMENT WITH UNIVERSITY OF MIAMI IN THE AMOUNT OF $143,000 TO CONDUCT ENERGY CONSUMPTION BASELINE ASSESSMENT STUDY AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures, therefore, competitive bidding is waived in this instance pursuant to Section 5.03(D) of the Home Rule Charter by a two-third (2/3) vote of the Board members present, and approves the selection of the University of Miami in substantially the form attached hereto and made a part hereof, in the amount of $143,000 to conduct energy consumption baseline assessment study, authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, and any other rights contained therein.

The foregoing resolution was offered by Commissioner **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			nay
Audrey M. Edmonson, Vice Chairwoman			absent
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	absent
Jean Monestime	aye	Dennis C. Moss	aye
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Energy Baseline Assessment

Contract No. BW9388-1/12

THIS AGREEMENT is made and entered into by and between University of Miami, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at Office of the President, 1252 Memorial Drive, Ashe Building, Room 230, Coral Gables, FL 33146 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County has been awarded an American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant Program (EECBG) grant in order to establish and implement energy efficiency and conservation strategies and projects; and,

WHEREAS, the Contractor has offered to provide the Reduction of Energy Consumption for Miami-Dade County Government Buildings through the establishment of an Energy Consumption Baseline assessment study, that shall conform to the Scope of Services (Appendix A); and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor acknowledges and accepts all conditions of the Subgrant Flowdown Provisions of the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant Program (EECBG)

WHEREAS, the Contractor has submitted a written proposal dated June 1, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B) and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean the University of Miami, Industrial Assessment Center and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any

and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. AGREEMENT TERM

The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through project completion (defined as the completion of all tasks as specified in Appendix A) and the acceptance of the post –assessment report as applicable by the County but not to exceed a two year period.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Office of Sustainability
111 NW 1st Street, 22nd Floor
Miami, Fl 33128-1974
Attention: Patricia Gomez
Program Manager
Phone: (305) 375-4775
Fax:
E-mail: GOMEZP@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

University of Miami
Industrial Assessment Center
Department of Industrial Engineering
1251 Memorial Drive McArthur Engineering Building, Room 268
Coral Gables, FL 33146 USA
Attention: Dr. Shihab Asfour, Director
Phone: (305) 284-2367

Fax: (305) 284-4040
E-mail: sasfour@miami.edu

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed Scope of Services and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The total compensation for all Work and Services performed under this Contract, shall be one hundred forty-three thousand dollars ($143,000), paid by the County to the Contractor as a fixed price engagement in the form of five Milestone Payments as set forth in Appendix B. Upon completion of a Milestone as set forth in Appendix B and upon inspection and acceptance by the County; the Contractor shall invoice the County for the appropriate payment for the completed Milestone as set forth in Article 8.

The County shall have no obligation to pay the Contractor for any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. Any and all Work or Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Office of Sustainability

111 NW 1st Street, 22nd Floor
Miami, Fl 33128
Attention: Patricia Gomez

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional Insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to

Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

ARTICLE 10. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this

Agreement.

ARTICLE 11. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the

nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties.. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The Contractor will be kept abreast of all decisions and discussions pertaining to the dispute. The Contractor will have an opportunity to cure any claims, should it come to that, as specified in Article 25 of this contract.

e) The County Manager may base this decision on such assistance as may be desirable, including but not limited to, advice of experts and the Contractor, advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 14. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 15. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a

period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 16. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply specifically to the Energy Consumption Baseline assessment study of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 17. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 18. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 19. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 20. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 21. SUBGRANT FLOWDOWN REQUIREMENTS

The Contractor represents and warrants that it has read the Subgrant Flowdown Provisions of the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant Program (EECBG) available from the Office of Sustainability and will comply with all Subgrant Flowdown Provisions of the ARRA and EECBG that apply to this Agreement. Any breach of any of the Subgrant Flowdown Provisions by the Contractor is hereby agreed to be a breach of this Agreement by the Contractor.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

   v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

   i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

   ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has

commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof (separately and collectively "Documents") furnished by the County to the Contractor hereunder. Country hereby acknowledges and agrees that any such Documents furnish by County to Contractor shall only be used in connection with the Services.

b) Contractor grants to Country the right to use Documents furnished by the Contractor to the County and/or created by the Contractor for delivery to the County as a result of the Services the Contractor performs in connection with this Agreement; provided that any such use by County shall not use the name and/or logo(s) of the University of Miami, or any of its employees, or any adaptation thereof, in any publication, including advertising, promotional or sales literature without the prior written consent of Mr. Humbero Spezani, Vice President of Special Programs, 1150 NW 14 Street, Miami, FL 33136.

c) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall be owned in accordance with inventorship as set forth by US Patent Law, irrespective of whether Developed Works are patentable or not.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors

performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 33. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 34. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or

intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or

service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 36. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 37. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 38. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTEDHEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination,

cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 40. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following: Pursuant to Section 287.11(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 41. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

Contractor	Miami-Dade County
By: Maria V. Ortiz	By:
Name: Maria V. Ortiz, Director Sponsored Programs	Name:
Title: University of Miami	Title:
Date: 11/5/10	Date:
Attest: Corporate Secretary	Attest: Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1) SCOPE

The baseline scenario awareness and objectives shall be achieved through the metric gathering activity. The length of the baseline activity will be limited to: secondary service entrance feeders; primary feeders and sub-feeders; and, branch circuiting, for a period not to exceed three months of data collection supported at a sampling rate of one minute. To engage the public through personal contact, social networks, interactive forums, and on line tools, the report phase will include the documentation of: (1) diversified 60-minute average, 30-minute rolling average, 15-minute rolling average, and instantaneous kilowatt demand and (2) consumption of energy expressed in kilowatt-hours. The data may be reported monthly, weekly, and/or per calendar day. Furthermore, the report may be customized to coincide with a standard Florida Power & Light service billing period.

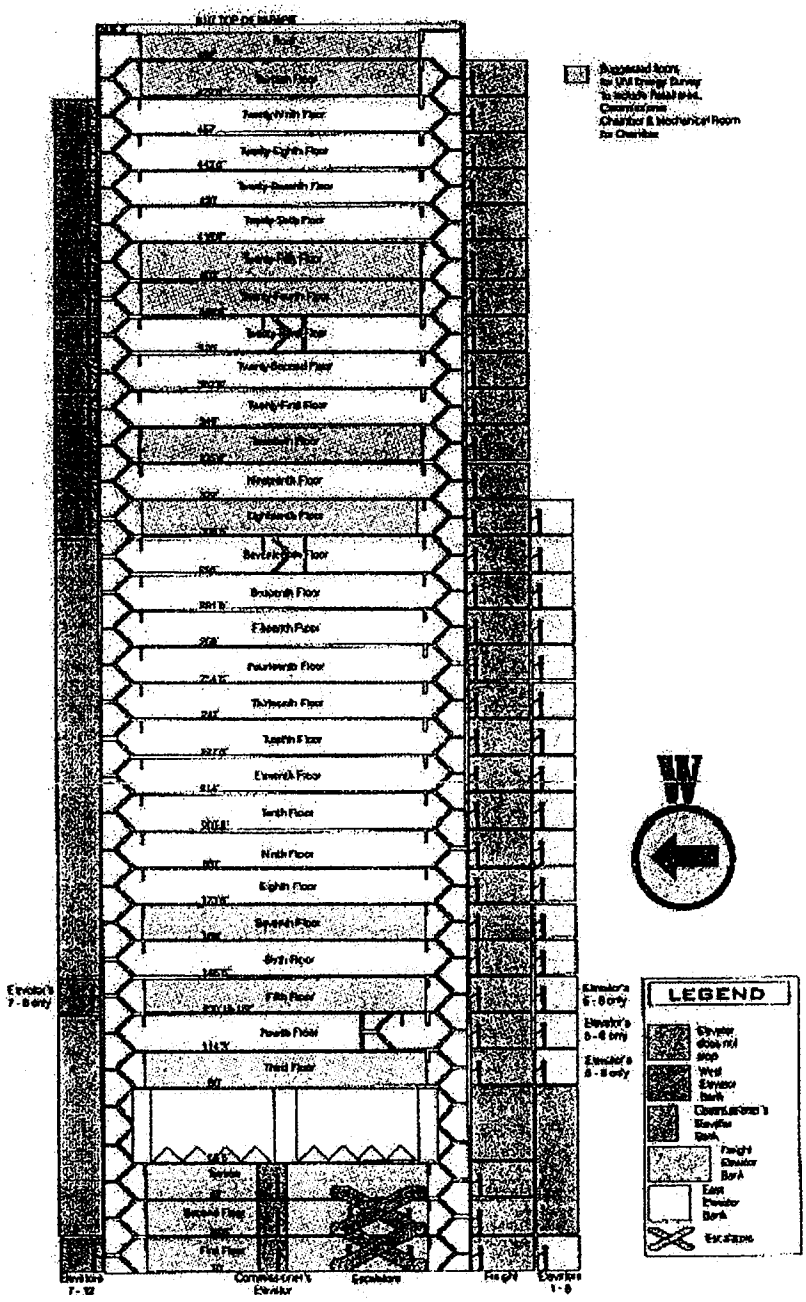
The framework and methodology deployed for the gathering of data, e.g., kilowatt (kW) demand and kilowatt-hour (kWh) consumption is one-of-two key decisions associated with the success from implementing: performance contracting, green technologies, and, policies governing energy-efficiency as a resource. The second key decision is the test site selection; therefore, to educate the public on energy conservation, demand reduction, and, environmental stewardship, two buildings have been selected: (1) Stephen P. Clark Center, N.W. 1st St. (760,000 sq. ft.); and, (2) Richard E. Gerstein Bldg., 1351 N.W. 12th St. (469,000 sq. ft.).

A short description of the proposed wide-range of data-gathering-tools, intended to be installed at both buildings, is as follows: Stephen P. Clark Center (SPCC) 643, and Richard E. Gernstein (REG) 348, energy data loggers, respectively. In addition to the aforementioned tools, the Contractor shall install light sensors, illumination recorders, temperature loggers, as well as power factor monitoring equipment to compliment the energy-data-logger devices. Not all data-gathering-tools will be recording concurrently and/or continuously. The Contractor shall provide an estimated total of 84 (SPCC) and 198 (REG) energy-data-loggers to monitor demand-and-energy consumption continuously for a period of three months. The remaining data-gathering tools will be launched every other week during the same period.

The Contractor shall conduct a post-Assessment study, following all the requirements and locations as set forth in initial assessment study, after the County has implemented the Energy Efficiency and Conservation Block Grant Program (EECBG) funded Enterprise-wide and Facility-based Energy Management Systems Upgrade & Coordination which includes the installation of billing and energy monitoring software, metering/sub-metering hardware, and the initiation of energy conservation programs, policies and process and control strategies . The contractor shall provide a report of the post –assessment to the County at the conclusion of the post assessment study.

2) KEY TEST SITES

a. SITE 1: General Conditions: Designated Floors.
Stephen P. Clark Center (760,000 sq.ft), 111 N.W. 1st St.



b. Measurement & Verification: Building Type

The following areas- inclusive of electrical switchgear, i.e., overcurrent protection devices and/or general purpose 'lighting and receptacle' panelboards- will be included in the measurement and verification data logging strategy for the above referenced

building. The following areas are in compliance with the criteria and the designated floors per General Service Administration (GSA): (1) first floor, inclusive of common areas, fitness room, election offices, medical offices, retail area (i.e., pharmacy and cafeteria), shipping & receiving, building management office, and related mechanical/electrical closet rooms; (2) second floor, inclusive of common areas, food court, and related mechanical/electrical closet rooms; (3) terrace level, inclusive of commissioners offices, commissioners chambers, related stage lighting catwalk, general office areas, elevator machine rooms, and related mechanical/electrical closet rooms; (4) third floor, inclusive of common areas, metro rail's main electrical closet room, as well as, typical floor east/west electrical closets; (5) fifth floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (6) seventh floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (7) eighteenth floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (8) twentieth-floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (9) twenty-fourth floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (10) twenty-fifth floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (11) thirtieth floor, inclusive of common areas, rental space, and, typical floor east/west electrical closets; (12) elevator machine rooms located on the first floor, terrace level (i.e., commissioners offices elevator), twentieth floor, and thirtieth floor; and, (13) food court and commissioners chambers escalators.

**Note: floors not a part of this contract, but that could be incorporated in the measurement and verification study, include: fourth floor, sixth floor, eight floor through seventeenth floor, nineteenth floor, twenty-first floor through twenty-third floor, and twenty-six floor through twenty-ninth floor.*

c. Measurement and Verification: per Equipment Type

The electrical vault is presently owned by General Services Administration (GSA), therefore, baseline main breakers will be data logged from the vault. Each data logger will be launched to capture data at the rate of one sample per minute. The first, second, and third set of data loggers will each capture kilowatt (kW) demand and energy consumption (kilowatt-hours, kWh) for a period of 28 calendar days. By the end of the third data logging period, the Contractor will have 84 consecutive calendar days to be used in the analysis.

The following is a description of the switchgear existing inside the Main Electrical Closet Room located back-to-back to the electrical vault:

i. **Switchboard Main #1-of-5: Main Breaker rated @ 3000 amps**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
Four Free Standing Switchboard Sections (inclusive of Main #1-of-5); Feeder Overcurrent Protection Devices , per Section, per Cubicle, as follows: Section "A": (1) A1, DPE-A, 3-pole/800 amps; (2) Section "B": (a) Cubicle B1, DPEL 3-pole/600 amps; (b) Cubicle B2, Lightning Suppressor; (c) Cubicle B3, DP-AA, 3-pole/600 amps; (d) Cubicle B4, DP-CC, 3-pole/600 amps; (3) Section "C": (a) Cubicle C1, DPEC, 3-pole/100 amps; (b) Cubicle C2, MCC-AA, 3-pole/1200 amps; and, (4) Section "D": (a) Cubicle Main #1-of-5, 3-pole/3000 amps.

ii. **Switchboard Main #2-of-5; Main Breaker rated @ 3000 amps**
Service Volatge at 3-phase/4-wire/grounded/480Y-277vac.

T hree Free Standing Switchboard Sections (inclusive of Main #2-of-5); Feeder Overcurrent Protection Devices, per Section, as follows: (1) Section "A": (a) Cubicle Main #2-of-5, 3-pole/3000 amps; (2) Section "B": (a) Cubicle Bus Duct No.2, 3-pole/2500 amps; and, (3) Section "C": (a) Cubicle C1, Lightning Suppressor; (b) Cubicle C2, 3-pole/800 amps.

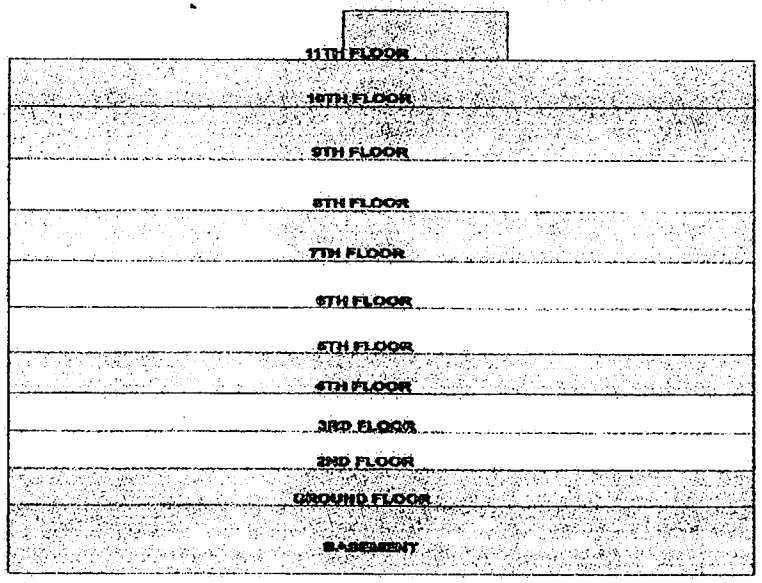
iii. **Switchboard Main #3-of-5 ; Main Breaker rated @ 3000 amps.**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
One Free Standing Section (inclusive of Main #3-of-5); Feeder Overcurrent Protection Device, per Section, as follows: (1) Section "D": (a) Cubicle Main #3-of-5, Bus Duct #1, 3-pole/3000 amps/600vac.

iv. **Switchboard Main #4-of-5; Main Breaker rated @ 2000 amps.**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
Three Free Standing Switchboard Sections (inclusive of Main #4-of-5); Feeder Overcurrent Protection Devices, per Section, as follows: (1) Section "A": (a) Cubicle A1, Spare, 3-pole/600 amps/600vac; (b) Cubicle A2, MCC-30, 3-pole/800 amps/600vac; (c) Cubicle A3, DPEL, 3-pole/800 amps/600vac; (2) Section "B": (a) Cubicle #1, Via ATS #1, 3-pole/1200 amps/600vac. Section "C": (b) Cubicle, Main #4-of-5, 3-pole/2000 amps.

v. **Switchboard Main #5-of-5; Main Breaker rated @ 1200 amps.**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
One Free Standing Section (inclusive of Main #5-of-5), Feeder Overcurrent Protection Devices, per Section, as follows: Section "A": (1) Cubicle Main #5-of-5, Retail Area, 3-pole/1200 amps/600vac.

d. **SITE 2: General Conditions: Designated Floors.**
Richard E. Gernstein (469,000 sq.ft.), 1351 N.W. 12th Street, Miami, Florida.

RICHARD E. GERSTEIN
JUSTICE BUILDING
STACKING PLAN



e. Measurement & Verification: Building Type

The following areas- inclusive of electrical switchgear, i.e., overcurrent protection devices and/or general purpose 'lighting and receptacle' panelboards- will be included in the measurement and verification data logging strategy for the above referenced building. The following areas are in compliance with the criteria and the designated floors per General Service Administration (GSA): (1) basement, inclusive of common areas and underground parking, mechanical rooms (chillers, pumps and miscellaneous motors), and main electrical closet room; (2) ground floor, inclusive of common areas, cafeteria, administrative service areas open to the general public, and/or mechanical/electrical closet rooms; (3) fourth floor, inclusive of common areas, staff offices, judges' chambers, court rooms, and/or mechanical/electrical rooms; (4) seventh floor, inclusive of common areas, staff offices, judges' chambers, court rooms, and/or mechanical/electrical rooms; (5) ninth floor, inclusive of common areas, staff offices, judges' chambers, court rooms, and/or mechanical/electrical rooms; (6) tenth floor, inclusive of common areas, staff offices, judges' chambers, court rooms, and/or mechanical/electrical rooms; and, (7) eleventh floor, inclusive of common areas, storage areas, elevator mechanical room, and/or mechanical/electrical rooms.

**Note: floors not a part of this contract, but that could be incorporated in the measurement and verification study, include: second floor, third floor, fifth floor, sixth floor, and eighth floor.*

f. Measurement and Verification: per Equipment Type.

The electrical vault is presently owned by Florida Power & Light, therefore service entrance baseline data logging will not be permitted to be done from inside of the vault. Therefore, the baseline data logging shall be done from inside the main electrical closet room located back to back to the electrical vault. Each data logger will be launched to capture data at the rate of one sample per minute. At this sampling rate the data logger will measure energy for 28 continuous days.

A second set of data loggers will commence to log energy at the end of the first set of data loggers. However, because of space constraints due to the wiring of existing switchgear, there is little room to install a piggy-back typical to that of the Stephen P. Clark Center. Hence, for Site 2, the Contractor will have a week laps between each continuous 28 calendar days. The Contractor will still capture energy usage for 84 calendar days, but just not continuous.

The following is a description of the switchgear existing inside the Main Electrical Closet Room located back-to-back to the electrical vault:

i. **Switchboard Main #1-of-4: Main Breaker rated @ 1000 amps**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
Four Free Standing Switchboard Sections (inclusive of Main #1-of-5)
Feeder Overcurrent Protection Devices per Section, as follows:

Section "A": (1) Cubicle A1, Panel E1, First Floor East, 3-pole/100 amps/600vac; (2) Cubicle A2A, Mechanical Rooms Exhaust Fans, 3-pole/100 amps/600vac; (3) Cubicle A2B, Panel E2C, 3-pole/100 amps/600vac; (4) Cubicle A3.A, CR Snack Bar, 3-pole/100 amps/600vac; (4) Cubicle A3.B, Fan Coil Unit, 3-pole/15

amp/600vac; (5) Cubicle A.4A, Panel E2, 1st Floor West, 3-pole/200 amps/600vac; (6) Cubicle A4B, Panel BE, Mechanical Rm Ex., 3-pole/70amp, 600vac.

Section "B": (1) Cubicle B1, Primary Tie Breaker EH2, 3-pole, 200 amps, 600vac; (2) Cubicle B2A, Not Identified; (3) Cubicle B2B, First Floor East, Panel 1HE, 3-pole/100 amps/600vac; (4) Cubicle B4, Main 10th Floor UPS, No Identification; (5) Cubicle B5, West Escalator, 3-pole/400 amps/600vac.

Section "C": (1) Cubicle C1, Panel BF, Elevators 1 through 3, 3-pole/600 amps/600vac; (2) Cubicle C2, Sump Pumps, 3-pole/50 amps/600vac; (3) Cubicle C3, Emergency Main Feeding ATS1, 3-pole/600 amps/600vac; (4) Cubicle C4, East Escalator, 3-pole/90 amps/600vac.

Section "D": (1) Cubicle D1, Main Breaker #1-of-5, 3-pole/3000 amps/600vac; (2) Cubicle D2, Lighting & Receptacle, 3-pole/900 amps/600vac.

Section "E": (1) Cubicle E1, Bus Riser, 3-pole/600 amps/600vac; (2) Cubicle E2, Step Down Transformer T2, 3-pole/600 amps/600vac; (3) Cubicle E3, Panel BHA, No Nameplate Identification.

Section "F": (1) Cubicle F1, Panel 1HB, 3-pole/70 amps/600vac; (2) Cubicle F2, Panel 1HB, 3-pole/100 amps/600vac; (3) Cubicle F3, East Freight Elevator, 3-pole/30 amps/600vac; (4) Cubicle F4, West Freight Elevator, 3-pole/30 amps/600vac; (5) Cubicle F5, Step Down Transformer T1, 3-pole/600 amps/600vac

Section "G": this section houses the step down transformer for sections "H" and "J" (main breaker as specified at Cubicle F5.

Section "H": (1) Cubicle H1, Fifth Floor Main Breaker, 3-pole/400 amps/600vac; (2) Cubicle H2, Third Floor Main, 3-pole/400 amps/600vac; (3) Cubicle H3, No Identification and No Nameplate.

Section J: (1) Cubicle J1, Bus Riser to Eight Floor, 3-pole/1600 amps/600vac; (2) Cubicle J2, Spare, 3-pole/100 amps/600vac; (3) Cubicle J3, Spare, 3-pole, 100 amps/600vac; (4) Cubicle J4, Panel BA, 3-pole/100 amps/600vac; (5) Cubicle J5, Kitchen Dishwasher (lockdown breaker); (6) Cubicle J6, Panel KP & KL, No Nameplate Rating; (7) Cubicle J7, Space; (8) Cubicle J8, Panel 1A, 3-pole/175 amps/600vac; (9) Cubicle J9, Panel 1B, 3-pole/200 amps/600vac.

ii. Switchboard Main #2-of-4: Main Breaker

Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
Three Free Standing Switchboard Sections (inclusive of Main #2-of-5)
Feeder Overcurrent Protection Devices per Section, as follows:

Section "K": (1) Cubicle K1, AC Main, No Nameplate rating.

Section "L": (1) Cubicle L1, Motor Control Center MCC2, Bus Riser to 10th Floor, 3-pole/1550 amps/600vac; (2) Cubicle L2, Chiller Compressor #1-of-4, 3-pole/500 amps/600vac; (3) Cubicle L3, Chiller Compressor #2-of-4, 3-pole/600 amps/600vac; (4) Cubicle L4, Space for future use; (5) Cubicle L5, Space for future use.

Section M: (1) Cubicle M1, Motor Control MCC1 (back-to-back to main switchgear), 3-pole/600 amps/600vac; (2) Cubicle M2, Chiller Compressor #3-of-4, 3-pole/600

amps/600vac; (3) Cubicle M3, Chiller Compressor #4-of-4, 3-pole/600 amps/600vac.

Note 1: Motor Control Center MCC1 is fed by Section M, Cubicle M1. Although this is a feeder wire make-up, the wires are too tight at the overcurrent protection device, inside the motor control center's main lugs. Therefore, to capture energy consumption at this motor control center, the Contractor will need to data log 21 branch breakers, rated at 3-pole/100 amps/600vac, so that the Contractor may calculated total energy consumption at the motor control center.

Note 2: Motor Control Center MCC2 is fed by Section L, Cubicle L1. This motor control center is fed by copper bus and is located on the tenth floor. Although there is a bus-to-wire tap box, the wires are too tight inside the motor control center's main lugs. Therefore, to capture energy consumption at this motor control center, the Contractor will need to data log 22 branch breakers, rated at 3-pole/100 amps/600vac, so that the Contractor may calculate energy usage at the motor control center.

Note 3: Section J: (1) Cubicle J1, Bus Riser to Eight Floor. There is a bus-to-wire tap box existing inside the electrical closet on the eight floor. To calculate energy consumption for this cubicle the Contractor will have to data log the four subfeeder taps on this floor. And because they appear to be 3-phase/4-wire taps, the Contractor will have to install additional 12 data loggers either inside the bus-to-wire tap box and/or at each of the overcurrent protection devices for each of the subfeeders.

Note 4: SectionE: (1) Cubicle E1, Bus Riser, 3-pole/600 amps/600vac. There is a bus-to-wire tap box existing inside the electrical closet on the seventh floor. To calculate energy consumption for this cubicle the Contractor will have to data log the three subfeeder taps on this floor. And because they appear to be 3-phase/4-wire taps, the Contractor will have to install an additional 9 data loggers either inside the bus-to-wire tap box and/or at each of the overcurrent protection devices for each of the subfeeders.

iii. **Switchboard Main #3-of-4: Main Breaker**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
One Free Standing Switchboard Section (installed June of 1995).
This main breaker's nameplate is missing and/or not readily visible. There appears to be three sets of 600mcm service entrance wires going into the vault. Therefore, to capture baseline energy consumption at this main, the Contractor will need to install three data loggers.

iv. **Switchboard Main #4-of-4: Main Breaker**
Service Voltage at 3-phase/4-wire/grounded/480Y-277vac.
This main breaker's nameplate is rated at 3-pole/600 amps/600vac, and it appears to be have been installed sometime in June Of 1995. The main breaker is located inside the main distribution panel which is surface mounted back-to-back to Section A (i.e., the original existing switchgear). There appears to be two sets of service entrance wires tapped from the existing switchgear copper bussing, but ahead of main 31-of-4. Therefore, to capture baseline energy consumption at this main, the Contractor will need to install three data loggers.

APPENDIX B
PRICE SCHEDULE

Below is a breakdown of the milestone activities and costs to be paid in accordance to Article [7] for the term of the contract as specified in Article [5]:

MILESTONE	ACTIVITY	AMOUNT
1	Installation and Acceptance by the County of data-loggers	$39,000
2	Acceptance by the County of the base-line assessment study and energy efficiency recommendations report	$39,000
3	Conduct energy efficiency post-assessment study and Acceptance by the County of the post-assessment study and report.	$52,000
4	Training and Ongoing Support.	$13,000
	TOTAL COUNTY COSTS	**$143,000.00**