



PROPOSAL

BFL3-BAU ColumbiaCtyCourthouse

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

Mr. Donny DuPree- Maintenance Director- Columbia County

DELIVERED ON

September 09, 2020



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Proposal #:	4073647
Date:	September 09, 2020

Sales Executive:	Philip R. Garces
Branch Address:	8940 Western Way Suite 1 Jacksonville, FL , 32256
Telephone:	904-608-4841
Email Address:	philip.garces@siemens.com

Customer Contact:	Mr. Donny Dupree
Customer:	Board of County Commissioners
Address:	135 NE Hernando Avenue
	Lake City, FL 32055-4003
Services shall be provided at:	135 NE Hernando Avenue
	Lake City, FL 32055-4003

Customer Needs

The Services proposed in this agreement are specifically designed for Columbia County Courthouse and the services provided herein will help you in achieving your facility goals.

Our Services

Siemens will provide the following services.

Service Description

- ☐ Annual Inspection
- ☐ Air Filter Service
- ☐ Operational Inspection
- ☐ Belt Service
- ☐ Coil Cleaning - H/C (Water)
- ☐ Repair & Replacement
- ☐ Laser Alignment
- ☐ Cooling Tower Cleaning

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Automation Services we are pleased to offer the following services:

Emergency Online/Phone Response

Premium

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Mechanical Services we are pleased to offer the following services:

- ☐ Manage System Operation & Compliance

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/ phone support, when available, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service.

Manage System Operation & Compliance

Annual Inspection

Siemens will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs. Depending on our findings we will also provide recommendations for additional service(s) that will help to better enhance equipment performance and / or report any other deficiencies that are not corrected within the scope of this agreement. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Air Filter Service

Through this service Siemens will maintain indoor air quality by changing filters and minimizing dust and particles from collecting in the ductwork. This service also helps ensure proper flow through cooling and heating coils thus helping to prevent restrictions in airflow and provide better heat transfer, leading to better system performance and energy efficiency. The air handling equipment in which this air filter service is included is identified in the Mechanical Equipment List. Any filters that require replacement on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph. In the event the air filter service or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

All filters provided by County

Operating Inspection

Through this service Siemens will help to ensure mechanical equipment continues to operate efficiently, safely and with minimal operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Belt Service

Siemens will provide necessary labor to change the belt(s) on the listed equipment. The belts will be changed during annual or seasonal inspections once per year

All belts and grease provided by the county. Siemens to change belts and assists with filters if needed.

Coil Cleaning - Water (H/C)

Siemens will clean your air handling unit Heating and/or Cooling coils to help to improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned during normal hours at a time that is mutually agreeable between your staff and us. Coil cleaning consists of cleaning the outside surface of the Water coil to remove dust and dirt particles that have collected on the coil. Coils will be cleaned using a vacuum cleaner, brush, high pressure water, air, chemical with low pressure wash or other method that allows us to properly clean the coil at our discretion. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement. Any Coils that require cleaning on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph.

Repair & Replacement Services – Mechanical Services

Repair & Replacement Services: To help to reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. This service helps to simplify and expedite coordination for repairs in collaboration between you and Siemens with the goal of extending the useful life of existing mechanical equipment. Prior to the performance of any services in this agreement, we will conduct an initial Inspection of the equipment and assess the condition of the equipment covered by this Repair & Replacement Service. Any equipment that does not meet industry operating standards will be brought to the owner's attention, and you can either make necessary repairs or the equipment will be removed from the Repair & Replacement coverage.

In the performance of our services, Siemens may, at our discretion, repair or replace components that are suspected of being faulty in advance of a failure to minimize system downtime. Equipment with Repair and Replacement coverage will be identified with a "Yes" under the column labeled "R&R Coverage" in the Mechanical Equipment List. For equipment with VFDs, this coverage will apply if "Yes" appears in the Column Labeled "VFD Incl.". Items not covered will be brought to the owner's attention if deficiencies are found during an annual or operational inspection.

This coverage does not include replacement of an entire piece of equipment. In cases where complete equipment replacement is recommended or required, Siemens will assist the owner in developing a capital equipment replacement budget.

Laser Alignment

In conjunction with the Vibration Analysis and as a part of a predictive/preventative Maintenance program Siemens will use a Laser shaft alignment tool to ensure any identified misaligned equipment is aligned to the manufacturer's specification. All rotating machinery is susceptible to misalignment. This misalignment can shorten the equipment's life expectancy, cause significant waste of energy dollars and in the worst case result in system downtime. Laser alignment service as part of our predictive maintenance program will help you to reduce your overall Owning and Operating cost and help eliminate downtime.

Cooling Tower Cleaning

Siemens will drain, clean and remove normal debris from the cooling tower basins and distribution pans. This provides for even water flow and reduces the likelihood that debris will enter the condenser water system that could block chiller condenser tubes and restrict condenser flow, thus helping to prevent nuisance chiller shutdowns and poor system energy efficiency. The cooling towers included under this service are itemized in the Mechanical Equipment List in this service agreement.

ANNEX BLDG

Description	Qty	# of Years	VFD Incl.	Manufacturer	Size (Tons/ HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Air Handler B-11	1	1	Yes	McQuay	10	CAH021FDAC	SCOU000900442	Yes	Yes
Air Handler M-14	1	1	Yes	McQuay	7.5	CAH017FDAC	FBOU001200483	Yes	Yes
Air Handler OA-4	1	1	Yes	McQuay	7.5	CAH012FDAC	FBOU001200482	Yes	Yes
Air Handler M-12	1	1	Yes	McQuay	7.5	CAH012FDAC	FBOU0012000484	Yes	Yes
Air Handler M-13	1	1	Yes	McQuay	15	CAH030FDAC	FBOU001200484	Yes	Yes
Air Handler M15	1	1	Yes	McQuay	2	CAH008FDAC	FBOU001200490	Yes	Yes
Exhaust/Supply Fan-annex bldg	1	1	No	x	1	x	x	Yes	Yes

MAIN BLDG

Description	Qty	# of Years	VFD Incl.	Manufacturer	Size (Tons/ HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Air Handler 4th Floor AHU-4-11	1	1	Yes	McQuay	20	CAH035FDAC	SCOU0000201389	Yes	Yes
Air Handler 5th Floor AHU-A-8	1	1	Yes	McQuay	15	CAH040FDAC	SCOU000201385	Yes	Yes
Air Handler 2nd floor AHU-2-9	1	1	Yes	McQuay	20	CAH040FDAC	SCOU000201384	Yes	Yes
Air Handler M-1	1	1	Yes	McQuay	2	CAH008FDAC	SCOU000201382	Yes	Yes

Air Handler M-2	1	1	Yes	McQuay	20	CAH035FDAC	SCOU00201381	Yes	Yes
Air Handler M-3	1	1	Yes	McQuay	15	CAH030FDAC	SCOU000201380	Yes	Yes
Air Handler M-4	1	1	No	McQuay	2	CAH008FDAC	NA	Yes	Yes
Air Handler M-5	1	1	Yes	McQuay	5	CAH010FDAC	SCOU000201388	Yes	Yes
Air Handler M-6	1	1	Yes	McQuay	10	CAH040FDAC	SC04000201387	Yes	Yes
Air Handler -M7	1	1	Yes	McQuay	2	CAH008FDAC	SCOU000201386	Yes	Yes
Exhaust/Supply Fan-Mezz FL	1	1	No	Penn	3	SX205BC		Yes	Yes
Exhaust/Supply Fan-Bell Tower	1	1	No		1	SX		Yes	Yes
Exhaust/Supply Fan Sally Port	1	1	No	PEN	2	SX165BC		Yes	Yes
Air Handler 4th Floor AHU-4-10	1	1	Yes	McQuay	7.5	CAH014FDAC	SCOU0000201583	Yes	Yes

CHILLER ROOM

Description	Qty	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Pumps- CWP-1&2	2	1	Yes	TACO	25	TACO	TACO	Yes	Yes
Pumps CHWP-1&2	2	1	Yes	TACO -Starters	10	TACO	tACO	Yes	Yes
Pumps SCHWP-1 and 2	2	1	Yes	TACO DANFOSS	25	VLT6027	699917H170	Yes	Yes
Pumps WHP-1and 2	2	1	Yes	TACO-Danfoss	15	VLT6016	03913H246	Yes	Yes
Pumps-SCWSP-3 and 4	2	1	Yes	TACO	10	VLT 6011	7186121180	Yes	Yes

Air Compressor	1	1	No	Quincy	1	QC00503D0081	5132070	Yes	Yes
Air Dryer	1	1	No	Air Dryer	1	ROP10	18J115HG100083	Yes	Yes
Boiler - Gas, Hot Water	1	1	No	Rite	30	600WG	28027	Yes	Yes
Refrigerant Monitor QEL R-134A	1	1	No		1	QAS-20228A-28000000	9910-1202	Yes	Yes
Cooling Tower	1	1	No	Marley	250	NC6212CM	143636-001-99	Yes	Yes
Chiller - Cent, Water Cooled	2	1	No	York	250	YK4C4QQ4-EHH	SFFM137230/ 152670	Yes	No

- ☐ Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (h) replacement of more than 10% of refrigerant charge per piece of equipment per incident; (i) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; or (j) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- ☐ Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- ☐ Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

Siemens Remote Services for building technology (SRS)

A secure remote connection to your facility enables Siemens to respond quickly, and maintain a high level of system up-time and performance.

Siemens Remote Service (SRS) is the efficient and comprehensive infrastructure for the complete spectrum of equipment-related remote services. Services that formerly required on-site visits are now available via data transfer. This includes rapid error identification as well as immediate remote repair. But that's not all. By proactively monitoring your systems, we can detect parameter deviations before problems occur. Siemens accesses your systems via a secure cRSP connection.

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to confirm schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Description	MECHANICAL	AUTOMATION
Hours of Coverage	M-F 8am to 5pm	M-F 8am to 5pm
Response Times (Phone/Online)	2 HOURS	2 HOURS
Response Times (Onsite/Emergency)	4 HOURS	4 HOURS
Remote Services	YES	YES
Third Party Systems	YES	YES
Monitoring	YES	YES
Additional Labor Discount	10%	10%
Additional Material Discount	10%	10%

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Phil Garces – 904-608-4841 Account

Executive that manages the overall strategic service plan based upon your current and future service requirements.

Chuck Elam – Remote Services Specialist is

responsible for remote services including report generation and backups.

James Tully – Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Tim Trent Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Chris Thompson- Primary Service Specialist is responsible for performing the ongoing service of your system.

Carrie Masanko- Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Craig Retter- Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Brenda Cole- Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions (Click to download)

[Terms & Conditions](#)
(<https://www.siemens.com/download?A6V11628573>)

Attachment A

Riders (Click on rider below to download)



Services shall be provided at:

Columbia County Courthouse

135 NE Hernando Avenue

Lake City, FL 32055-4003

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning 2020-10-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Billing Frequency	Period Range	Period	Sell Price
Annual in Advance	10-1-2020- 9-30-2021	1	\$53,900

Total Quote Price	
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***Amount Due In Advance Based On Billing Frequency**

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal are firm for 30 days.

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Billing Frequency	Period Range	Period	Sell Price
Annual in Advance	10-1-2020- 9-30-2021	1	\$53,900

Proposed by:

Siemens Industry, Inc.

Company

Philip R. Garces

Name

4073647

Proposal #

\$53,900

Proposal Amount

September 09, 2020

Date

Accepted by:

COLUMBIA COUNTY, FLORIDA BCC

Company

TOBY WITT

Name (Printed)



Signature

Chairman

Title

10/15/2020

Date

Purchase Order # ☐ PO for billing only ☐ PO not required

Advisory and Performance Services



Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

Facility Assessment & Planning

In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection

Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services

Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management

Management of critical building system and compliance information, with organization and access determined by your needs

Corrective Services

Immediate response to system failures or faults to restore functionality and integrity to desired state



Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning

Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services

Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration

Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies

Training & Operational Support

Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services

On-site and/or remote resources monitor system events and alarms, and take appropriate action



Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning

Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades

Software upgrades and firmware updates are provided, delivering the most current technology and functionality

System Migration / Modernization

Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions

Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services

Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance



Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning

Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation

Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

Energy Production & Storage

Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement

With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services

Bonding Capacity:

Chubb & F&D:

Per Job: \$250,000,000

Aggregate: \$1,500,000,000

Bonding Capacity:

Liberty:

Per Job: \$250,000,000

Aggregate: \$750,000,000

- 1.) Fidelity and Deposit Company of Maryland (Zurich Insurance Group Ltd)
1299 Zurich Way, Schaumburg, IL 60196-1056.
Rating by AM Best: A+ (Superior)
Financial Size Category: XV (\$2 Billion or greater)
Maximum Federal Register Bond Limit (per bond): \$14,504,000
- 2.) Federal Insurance Company (Chubb Corporation)
15 Mountain View Road, Warren, NJ 07059.
Rating by AM Best: A++ (Superior)
Financial Size Category: XV (\$2 Billion or greater).
Maximum Federal Register Bond Limit (per bond): \$1,000,918,000
- 3.) Liberty Mutual Insurance Company (Liberty Mutual Holding Company Inc.)
175 Berkeley Street, Boston, MA 02117
Rating by AM Best: A (Excellent)
Financial Size Category: XV (\$2 Billion or greater).
Maximum Federal Register Bond Limit (per bond): \$1,330,705,000

We acknowledge receipt of Addendum 1, Q&A

Siemens Industry, Inc.
Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, IL 60089
Tel: (847) 215-1000

The information in this document contains general descriptions of technical options available, which do not always have to be present in individual cases. The required features should therefore be specified in each individual case at the time of closing the contract.

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Our world is undergoing changes that force us to think in new ways: demographic change, urbanization, global warming, and resource shortages. Maximum efficiency has top priority – and not only where energy is concerned. In addition, we need to increase comfort for the well-being of users. Also, our need for safety and security is constantly growing. For our customers, success is defined by how well they manage these challenges. Siemens has the answers.

“We are the trusted technology partner for energy-efficient, safe, and secure buildings and infrastructure.”

www.usa.siemens.com/service

www.usa.siemens.com/service

Advantage™ Services Capabilities

Achieve optimal results for the life of your facility.

Siemens Building Technologies

Advantage™ Services Capabilities

Expert Service with Proven Outcomes

Through our Proven Outcomes service model, we align our services with your business goals and key performance indicators. Our goal is to deliver tangible value to every customer through expert, outcome-based services.

Trust our service approach to meet your goals:

- Manage System Operation & Compliance
- Optimize Performance & Productivity
- Protect Lifecycle Investment



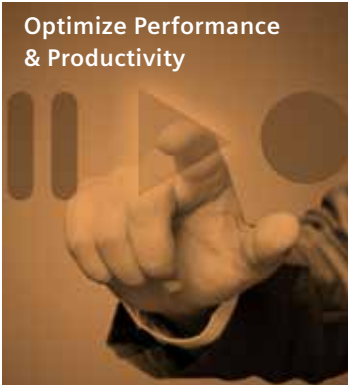
Building Automation

Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency.



Manage System Operation & Compliance

- Maintenance Planning & Scheduling Support
- Compliance Audits
- Preventive Maintenance Services
 - Software
 - Controllers
 - Network
 - Digital and Pneumatic Controls
 - Third Party Services
- Data Backup & Restore Services
- Sensor Verification
- Calibration Services
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management



Optimize Performance & Productivity

- System Performance Assessment & Strategy
- System Optimization Services
- Control Loop Tuning
- Integration Services
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services
- Remote Management Services



Protect Lifecycle Investment

- Lifecycle Planning
- Firmware Updates
- Software Updates
- Server and Client Workstation Upgrades
- Technology Migration
- System Retrofit & Extension Services



Energy

Minimize both energy use and environmental impact while improving operations.

- Performance Services - Advantage Navigator
- Metering & Submetering
- Supply Side Procurement Services
- Benchmarking (e.g., Energy Star)
- Energy & Water Master Planning

- Facility Improvement Measures
 - Building Automation
 - Mechanical
 - Electrical
 - Lighting
 - HVAC
 - Building Envelope
 - Water
- Chilled Water & VAV Optimization – Demand Flow
- Existing Building Commissioning
- Energy Audits



Mechanical

Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort.

- Maintenance Planning & Scheduling Support
- Preventive Maintenance Services
 - Boilers
 - Chillers
 - Air Handlers
 - Cooling Towers
 - Fans
 - Package Units
 - VFDs
 - VAV Boxes
 - Computer Room Units
 - Motors & Pumps
 - Filtration

- System Performance Assessment & Strategy
- Eddy Current Testing
- Thermographic Studies
- Vibration Analysis
- System Optimization Services
- Non Chemical Water Treatment
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services

- Comprehensive Maintenance Services
 - Lifecycle Planning
 - Preventive Maintenance
 - Predictive Maintenance
 - Emergency Response Services
 - Repair & Replacement Services
- Limited Access Equipment Installation for Confined Space
- System Retrofit & Extension Services



Electrical

Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure.

- Maintenance Planning & Scheduling Support
- Preventive Maintenance Services
 - Low Voltage Distribution
 - Medium Voltage Distribution
 - Power Monitoring Systems
- Performance Reporting
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management

- System Performance Assessment & Strategy
- Arc Flash Hazard Analysis
- Low & Medium Voltage Cable Testing
- Power Quality Analysis
- Thermographic Studies
- System Optimization Services
- Education Services
- Operator Coaching
- On-site System Operator / Staffing Support Services

- Arc Flash Mitigation Solutions
- MV and LV Circuit Breaker Refurbishment
- Protective Relay Upgrades
- Power System Studies & Engineering
- Startup & Commissioning
 - Electrical Equipment
 - Warranty Services



Fire Safety

Ensures critical systems are operating properly and are in compliance with local and national codes and industry-specific requirements.

- Fire Safety Assessment
- Test & Inspection
 - Extinguishing / Chemical
 - Fire Alarm System
 - Fire Dampers
 - Portable Fire Extinguishers
 - Sprinklers
 - Third Party Services
- UL / ULC Listed Monitoring Service
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management

- System Performance Assessment & Strategy
- System Optimization Services
- Integration Services
- Education Services
- Operator Coaching
- Alarm Management Services
- On-site System Operator / Staffing Support Services

- Lifecycle Planning
- Software Upgrades
- Disposal of Fire Detectors
- Technology Migration



Security

Ensures systems are fully functional and optimized to provide protection of people, assets, and property with minimal business interruption.

- Maintenance Planning & Scheduling Support
- Security Compliance & Policy Planning
- Security Assessment
- Test & Inspection
- Preventive Maintenance
 - Software
 - Controllers
 - Network
 - End Devices Including Cameras and Readers
- Data Backup & Restore Services
- Performance Reporting
- System Documentation Management & Update
- Emergency Response Services
- Repair & Replacement Services
- Spare Parts Inventory Management

- System Performance Assessment & Strategy
- System Optimization Services
- Integration Services
- Education Services
- Operator Coaching
- Access Control Management
- Alarm Management Services
- Hosting Services
- On-site System Operator / Staffing Support Services
- Video Monitoring & Management

- Lifecycle Planning
- Firmware Updates
- Software Upgrades
- Technology Migration



U.S.-Based National Customer Service Center:

- 24/7 technical and emergency support and response services
- UL-listed, Central Station Alarm Association (CSAA) Five Diamond certified Central Monitoring Station (CMS)
- Fully-staffed, state-of-the-art facility
- Monitoring of fire, security, and building automation systems to provide appropriate response
- Call handling from highly trained, U.S.-based Siemens employees with local service dispatch



Protect your building systems with the unmatched resources of Siemens:

- More than 2,000 service experts at 100+ offices across North America
- Local knowledge and expertise backed by global resources
- Dedicated, experienced, and highly trained service professionals that know your systems and building codes
- On-call service technicians available 24/7 for expedited service response

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

1. APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties, tariffs charged on the importation of goods into the United States, or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments— Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. CANCELLATION. Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written

notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach..

5. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. WARRANTY. (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within ninety (90) days from completion of the Services ("Warranty Period"), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment" other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the

locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS'

AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11. CONFIDENTIALITY.

To the extent permissible under Florida's public records laws:

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidentiality information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

13. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

17. APPLICABLE LAW AND JURISDICTION. This Agreement is are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a state court within Columbia County, Florida. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20. NUCLEAR. In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Buyer: Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

21. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

22. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24. ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.