

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR  
INVESTMENT GRADE ENERGY AUDIT**

**THIS AGREEMENT** made this \_\_\_\_ day of May 2024, between the Board of County Commissioners of Martin County, Florida, a political subdivision of the State of Florida (hereinafter the “**County**”), 2401 SE Monterey Road, Stuart, Florida 34996, and Trane U.S. Inc., a Delaware corporation, with its principal place of business located at 800 Beaty Street, Davidson, North Carolina 28036 (hereinafter the “**Contractor**”).

**WHEREAS**, pursuant to Section 489.145 Fla, Stat., the County is desirous of obtaining a Contractor to provide an investment grade technical energy audit (“**Audit**”) of County facilities; and

**WHEREAS**, the County has issued a Request for Qualifications (RFQ) #2024-3563 for the Martin County Energy & Energy-Related Operational Cost Savings Project; and

**WHEREAS**, the Contractor was selected in accordance with Section 287.055 Fla. Stat., for the purpose of providing such an Audit; and

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Martin County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:** The Contractor shall conduct the Audit of the Facilities and provide a report to the County that will contain detailed projections of energy and cost savings to be obtained at the Facility as a result of the installation of recommended Energy Conservation Measures (“**ECMs**”) along with a savings analysis (“**Report**”) that will meet or exceed the requirements of Section 489.145 Fla. Stat. The scope and process of how the Audit that will be conducted, and the factors to be considered, is more specifically described in Attachment A to this Agreement.
2. **PARTY REPRESENTATIVES:** The County and the Contractor shall each, within two weeks of the signing of this Agreement, identify to the other party an individual who will be the primary point of contact on a day-to-day basis and the individual responsible for managing, scheduling, and coordinating the services identified in this Agreement. The Contractors’ representative shall be available within three (3) business days’ notice by electronic mail to attend meetings, respond to telephone calls, and to respond to specific inquiries. Should either party need to appoint a different representative during the course of the Agreement, it shall notify the other party in writing of the name of the new representative within two (2) calendar days of becoming aware of the need. Should a party have concerns regarding the new representative, it shall notify the other party of those concerns. The parties shall work cooperatively to resolve the concerns or identify a different representative.
3. **TERM:** The Contractor shall provide the County with the Report within one hundred and twenty (120) calendar days from the date this Agreement is fully executed by both parties (“**Term**”). The County shall conduct a technical review of the Report and respond to Contractor within thirty (30) calendar days of its receipt of the Report, as to whether it accepts the Report in its entirety, or

accepts specific ECMs to be implemented. If only specific ECMs are selected for implementation by County, then Contractor has fifteen (15) calendar days to revise such Report including only those ECMs selected for implementation, and return such revised Report to County. If the Report or the revised Report is accepted by County, Contractor and County shall proceed with negotiation of a Guaranteed Energy Performance Contract (“PC Contract”) for implementation of the ECMs selected by County.

4. **PAYMENTS:** The Contractor is undertaking the Audit under this agreement at risk. Should the County decide in its sole and complete discretion not to proceed with an energy and energy-related operational cost savings project in whole or part, the County will not have to pay the Contractor for the Audit.

The Parties understand and intend that the Contractor’s costs for services performed under this Agreement shall (1) be included in the total project cost, (2) not be paid for under this Agreement, and (3) be paid for only under the energy and energy-related operational cost savings Contract, if any, from savings generated by implemented ECMs.

The Contractor is undertaking work under this Agreement in consideration of the County’s good faith intention to negotiate the energy and energy-related operational cost savings Contract with the Contractor. In consideration of Contractor performing the design and engineering services under this Agreement without the guarantee that an energy and energy-related operational cost savings Contract has been executed by the Parties, the County understands and agrees that such design and engineering services referenced in the Audit and Report shall remain the property of the Contractor and shall not be utilized by the County or another company without written authorization by Contractor.

5. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County and its employees from all claims, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of services to be contracted, to the extent such claim, damage, loss or expense(1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting there from, and (2) to the extent caused by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The Contractor acknowledges adequate consideration for this indemnification provision.
6. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable for consequential damages to be defined as loss of income, loss of profit, loss of business and reputation, and loss of management or employee productivity. Nothing contained in this provision shall be deemed to preclude an award of liquidated damages, when applicable, or actual direct damages incurred by either party.
7. **MODIFICATIONS TO CONTRACT:** This contract together with any exhibits and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings with respect to the energy audit of the facility. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.
8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
  - b. **Auto Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.
  - c. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all employees of the vendor and subcontractors, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.
  - d. **Professional Liability Insurance:** In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor or its design consultant shall also be protected by a Professional Liability Insurance Policy with limits of not less than One Million dollars (\$1,000,000).
9. **INSURANCE CERTIFICATES:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Contractor will name Martin County as an additional insured on the General Liability Policy. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
10. **ATTORNEY'S FEES/NON-JURY TRIAL:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this agreement shall be non-jury.
11. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the ordinances of Martin County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in the venue of Martin County, Florida. Any Federal action may only be initiated in the Southern District Court, Ft. Pierce Division.
12. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, county, state, and federal agencies as applicable.
13. **QUALIFICATIONS/ASSIGNMENTS:** The Contractor shall supply a copy of a summary of the credentials/qualifications/license(s) for those individuals performing work under this Agreement before work begins under this Agreement. The Contractor shall ensure those individuals maintain credentials/qualifications/license(s) through the term of this Agreement. Should the Contractor need to utilize other individuals whose credentials/qualifications/license(s) have not previously been disclosed to the County, such additional information shall be provided to the County for its approval prior such individual performing any work under this Agreement. Such approval shall not be unreasonably withheld.

**14. INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

**15. RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of three (3) years after termination of the Agreement. All records or documents created by the Contractor or provided to the Contractor by the County in connection with the activities or services provided by the Contractor under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Fla. Stat.

**16. PUBLIC RECORDS:**

16.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

- a) Keep and maintain public records required by the County to perform the Agreement.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**16.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5481, [public\\_records@martin.fl.us](mailto:public_records@martin.fl.us), 2401 SE Monterey Road, Stuart, FL 34996.**

16.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

17. **PUBLIC ENTITY CRIMES:** The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with 287.133 (3) (a), Fla. Stat. within ten (10) days of the date of this Agreement and prior to commencing any work under this Agreement.
18. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or if the Contractor is a sole proprietor a Social Security Number.
19. **FORCE MAJEURE:** The Contractor shall not be liable for damage or delay caused directly or indirectly by embargos, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or any cause beyond the Contractor's control.
20. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without prior written consent from the County.
21. **UNAUTHORIZED ALIEN WORKERS:** Martin County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
22. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they have fully reviewed this Agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
23. **NOTICE:** Notice under this Agreement shall be given to the County by mailing written notice to the address on Page 1 of this Agreement. Notice under this Agreement shall be given to the Contractor by mailing written notice to 6965 Vista Parkway North, Suite #11, West Palm Beach, FL 33411.
24. **INTERLOCAL COOPERATION:** The Parties understand and agree that the County's selection of Contractor through its competitive selection process and related agreements, including this Agreement, shall constitute an offer by Contractor to all public entities within the State of Florida under the same general conditions, and that such public entities are allowed to utilize the County's selection of Contractor and related Agreements, including this Agreement, in order to utilize Contractor for the same or similar services.
25. **ASSIGNMENT.** This Agreement may not be assigned by either party without the consent of the other, which consent shall be at the sole discretion of the party whose consent is required.

**26. DURATION. This Agreement shall remain in effect for up to three years to enable additional phases of energy and energy-related operational cost savings projects. The duration may be extended by amendment if required.**

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the first date above written:

REVIEWED BY:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
SEAN C. DONAHUE, P.E., B.C.A.  
GENERAL SERVICES DIRECTOR

\_\_\_\_\_  
DON DONALDSON  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

TRANE U.S., INC.

\_\_\_\_\_  
FERNANDO LAGOMASINO  
FLORIDA REGION GENERAL MANAGER

Notary for the CONTRACTOR

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, to me known to be the person who signed the foregoing instrument or produced identification.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## **ATTACHMENT A SCOPE OF WORK**

### **Investment Grade Energy Audit Scope of Work**

Trane will provide an investment grade energy audit of the facilities included in the project. The audit will result in a final proposal with a detailed description of the scope of work, a completed contract for construction, a proposed financing agreement, and written energy savings guarantee. The scope of the energy audit includes the following:

#### Energy Audit Scope of Work:

- Survey and inventory of the lighting systems
- Identification of the annual run time of the existing lighting systems
- Selection of proposed energy efficient lighting fixtures
- Jail Chiller Plant to Public Safety Complex Tie-in including equipment selections, piping installation, and air-cooled chiller removal.
- Evaluation of emergency generator options for the Jail Chiller Plant and the PSC
- Building energy modeling of the PSC to determine cooling load requirements and energy savings projections.
- Evaluation of air conditioning systems upgrades for the Cummings Library to include an air-cooled chiller, chilled water conversion of existing air handling units for the new expansion, and replacement of air handling units for the old section of the library. Evaluation of an ice storage system for Cummings Library is also included.
- Building energy modeling of the Cummings Library to determine cooling load requirements and energy savings projections.
- Building envelope evaluation of selected facilities to be specified by the County
- Evaluation of Intelligent Services optimization of the existing controls systems for the Blake Library, Administration Building, Courthouse Complex, and PSC.
- Construction cost estimating
- Survey of the utility meter(s) and rate schedule(s) for each facility
- Determination of annual energy savings and operational savings
- Preparation of project financing documents
- Development of construction contract documents
- Written energy savings guarantee
- A complete final proposal including contract documents for review and approval by Martin County

Preliminary Report: Contractor will provide to County the following for review and approval:

- List of proposed energy conservation measures with a brief narrative
- Probable construction cost of each energy conservation measure
- Projected Energy and Operational Savings for each Energy Conservation measure
- Projected Incentives and rebates available
- Financing proposal for the project
- Detailed design scope and fees required, if any, for design development and firm construction cost pricing.

The County will review and provide feedback on the Preliminary Report, including which Energy Conservation Measures are recommended for the Final Proposal.

#### Final Proposal:

- List of proposed energy conservation measures with a brief narrative
- Firm construction cost of each energy conservation measure
- Schematic Design Drawings and Submittals if directed by the County to proceed with design development work.
- Guaranteed Energy Savings and Projected Operational Savings for each Energy Conservation Measure
- Projected Incentives and rebates available
- Financing proposal for the project
- Savings measurement and verification plan

The Energy Audit and Report will specifically identify the energy improvements and operational changes which are recommended to be installed or implemented at the County's Facilities. The Report will contain detailed projections of energy, operating cost savings, and potential avoided capital projects to be obtained at the Facilities as a result of the installation of the recommended ECMs. The savings calculations will be set forth in accordance with the *International Performance Measurement and Verification Protocol (IPMVP)*, and will utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facilities (i.e., accurate marginal cost for each unit of savings at the time the Audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facilities compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc.). The Report will describe the plan for installing or implementing the ECMs at the Facilities, including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the County and Contractor.

The following tasks will be performed in producing the Energy Audit and preparing the Report:

a. Collect General Facilities Information

The Audit will collect general information regarding the Facilities, such as: size, age, construction type, condition and general use of the Facilities. The Audit shall also collect and summarize the Facilities' utility cost, general operating costs, contractor service costs and consumption data for the most recent twenty four (24) month period.

The Audit will evaluate the impact on utility cost, general operating costs, contractor service costs and consumption of any energy initiatives currently being installed or currently planned to be installed by the County in the Facilities which will remain separate from the Energy Performance Contract throughout the duration of that agreement.

The County shall also make available a record of any improvements or modifications that are currently being installed or are currently planned to be installed by the County in the Facilities separate from the energy service agreement throughout the duration of that agreement.

The County shall make available (or cause its suppliers or contract service providers to make available) all available records and data concerning energy usage for its Facilities for the most current twenty four (24) month period.

The County shall also make available:

1. Operating information;
2. Descriptions of any changes in the structure of the Facilities or its mechanical or electrical systems or other systems or energy requirements;
3. Descriptions of all major energy consuming or energy saving equipment used in the Facilities;
4. Any code deficiencies and description of energy management procedures presently utilized;
5. Capital and operating budget information;
6. Utility facility performance reports and metrics;
7. Existing relevant third party service contracts;
8. As-built engineering documentation;
9. Copies of drawings, equipment logs and maintenance records and work orders for affected facilities;
10. Copies of related compliance and or performance reports for the Facilities; and,
11. Related consulting engineer, or other applicable consultant, analysis reports and documentation.

b. Analyze Existing Systems, Equipment and Operations

The Audit will compile an analysis and inventory (where applicable), and when determined feasible by Contractor, of the County’s energy consuming facilities to include (but not be limited to) the facilities listed in the table below (each a “Facility” and collectively, the “Facilities”).

Martin County Buildings Eligible for Energy Performance Contract	Square Feet	Location	Controls System	Existing ESCo Contract
<a href="#">Administrative Center</a>	62,000	STUART	X	X
<a href="#">Administrative Center Warehouse</a>	2,700	STUART	X	X
<a href="#">Blake Library</a>	39,000	STUART	X	X
<a href="#">Building Department</a>	9,636	STUART	X	
<a href="#">Building Maintenance Shop</a>	6,000	STUART		
<a href="#">Charlie Leighton Park - Palm City Community Recreation Center</a>	3,621	PALM CITY		
<a href="#">Charlie Leighton Park</a>	Restrooms/Concession	PALM CITY		
<a href="#">Citrus Grove Park</a>	Restrooms/Concession	PALM CITY		
<a href="#">Constitutional Office Building</a>	60,418	STUART	X	X
<a href="#">County Line Park - Community Center</a>	1,600	TEQUESTA		
<a href="#">Court Holding</a>	10,094	STUART	X	X
<a href="#">Courthouse</a>	50,658	STUART	X	X
<a href="#">Courthouse Cultural Center (Historical Designation)</a>	6,023	STUART		
<a href="#">Community Services Dept Building</a>	6,000	STUART		
<a href="#">Cummings Library</a>	21,500	PALM CITY	X	X
<a href="#">Field Operations</a>	11,250	STUART		
<a href="#">Fire Rescue Fleet Maintenance</a>	14,240	STUART		
<a href="#">Fire Rescue Lifestar Hangar</a>	8,000			
<a href="#">Fire Station 16</a>	12,500	JENSEN BEACH	X	X
<a href="#">Fire Station 21</a>	13,092	PALM CITY	X	X
<a href="#">Fire Station 22</a>	6,543	STUART	X	X

<a href="#">Fire Station 23</a>	9,536	STUART	X	X
<a href="#">Fire Station 24</a>	8,160	INDIANTOWN	X	X
<a href="#">Fire Station 28</a>	4,106	OKEECHOBEE	X	X
<a href="#">Fire Station 30</a>	10,138	STUART	X	X
<a href="#">Fire Station 32</a>	7,158	HOBE SOUND	X	X
<a href="#">General Services Administration</a>	5,000	STUART	X	X
<a href="#">Halpatiokee Regional Park</a>	Restrooms/Concession			
<a href="#">Hobe Sound Annex</a>	9,680	HOBE SOUND		
<a href="#">Hobe Sound Civic Center - Community Center</a>	3,160	HOBE SOUND		
<a href="#">Hobe Sound Library</a>	11,190	HOBE SOUND	X	X
<a href="#">Hoke Library</a>	10,320	JENSEN BEACH	X	X
<a href="#">Holt Energy (Maintenance) Building</a>	3,000	STUART	X	X

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<b>Martin County Buildings Eligible for Energy Performance Contract</b>	<b>Square Feet</b>	<b>Location</b>	<b>Controls System</b>	<b>Existing ESCO Contract</b>
<a href="#">Indian Riverside Park - Francis Langford Dockside Pavilion/Recreation Center</a>	10,000	JENSEN BEACH	X	X
<a href="#">Indian Riverside Park - Leach Mansion; Mansion At Tuckahoe</a>	12,000	JENSEN BEACH	X	
<a href="#">Indian Riverside Park - Sailing Center Building</a>	3,000	JENSEN BEACH		
<a href="#">Indiantown Annex</a>	13,544	INDIANTOWN	X	X
<a href="#">Indiantown Health Department</a>	6,800	INDIANTOWN	X	
<a href="#">JV Reed Park</a>	Concession/Restrooms	HOBE SOUND		
<a href="#">Jensen Beach Building</a>	3,829	JENSEN BEACH		
<a href="#">Jensen Beach Community Center</a>	5,122	JENSEN BEACH		
<a href="#">Jensen Beach Ocean Rescue</a>	3,832	JENSEN BEACH		
<a href="#">Jensen Beach Park</a>	Concession/Restrooms	JENSEN BEACH		
<a href="#">Jimmy Graham Park</a>	Concession/Restrooms	HOBE SOUND		
<a href="#">Jock Leighton Park</a>	Concession/Restrooms	PALM CITY		
<a href="#">LCpl Justin Wilson Park</a>	Concession/Restrooms	PALM CITY		
<a href="#">Lahti Library</a>	10,109	INDIANTOWN	X	X
<a href="#">Lamar Howard Park - Cassidy Community Center</a>	3,360	STUART		
<a href="#">Lamar Howard Park</a>	Concession/Restrooms	STUART		
<a href="#">Landfill Breakroom Building</a>	960	PALM CITY		
<a href="#">Landfill Hazmat/Transfer Station</a>	31,200	PALM CITY		
<a href="#">Landfill Maintenance Shop</a>	1,600	PALM CITY		
<a href="#">Landfill Scale House</a>	1,800	PALM CITY		
<a href="#">Langford Park</a>	Concession/Restrooms	JENSEN BEACH		
<a href="#">Langford Park - Vince Bocchino Community Center</a>	9,377	JENSEN BEACH	X	X
<a href="#">Martin County Tax Collector Offices</a>	18,600	STUART	X	
<a href="#">Mary Brogan Park</a>	Concession/Restrooms	STUART		
<a href="#">Martin County Data Rec. Center (Old EOC)</a>	6,000	STUART	X	
<a href="#">MCSO Aviation Hangar</a>	8,000			
<a href="#">Morgade Library</a>	15,500	STUART	X	X
<a href="#">Mosquito Control Office</a>	4,640	STUART		
<a href="#">NEW FIRE STATION 14</a>	12,855	STUART	X	
<a href="#">NEW FIRE STATION 18</a>	12,389	STUART	X	
<a href="#">NEW FIRE STATION 33</a>	15,000	HOBE SOUND	X	
<a href="#">NEW FIRE STATION 36</a>	6,109	TEQUESTA	X	

Martin County Building Included in Energy Performance Contract	Square Feet	Location	Controls System	Existing ESCO Contract
<a href="#">New Monrovia Park - Costella Williams Learning Center/Community Center</a>	3,000	STUART	X	X
<a href="#">New Monrovia Sheriff Substation</a>	1,440	STUART		
<a href="#">Palm City Tax Collector</a>	3,500	PALM CITY		
<a href="#">Park Operations Compound</a>	12,500	STUART		
<a href="#">Phipps Park</a>	Concession/Restrooms	STUART		
<a href="#">Pineapple Park</a>	Concession/Restrooms	JENSEN BEACH		
<a href="#">Port Salerno Civic Center</a>	6,319	STUART		
<a href="#">Public Safety Complex</a>	70,050	STUART	X	X
<a href="#">Public Safety Training Building</a>	3,000	STUART		
<a href="#">Rio Civic Center</a>	1,000	JENSEN BEACH		
<a href="#">Sailfish Sands Golf Course</a>	15,500	STUART	X	
<a href="#">Sailfish Splash Water Park</a>	4,500	STUART	X	
<a href="#">Stuart Beach Ocean Rescue</a>	1,800	STUART		
<a href="#">Stuart Beach Park</a>	Concession/Restrooms	STUART		
<a href="#">Supervisor Of Elections Office</a>	11,948	STUART		
<a href="#">Traffic Management Center</a>	1,500	STUART		
<a href="#">Vehicle Maintenance Shop</a>	10,320	STUART		
<a href="#">William Doc Myers Park</a>	Concession/Restrooms	HOBE SOUND		
<a href="#">Willoughby Utilities Services Department Office</a>	9,055	STUART	X	
<a href="#">Willoughby MPO Office</a>	1,730	STUART	X	
<a href="#">Willoughby Property Appraiser's Office</a>	13,333	STUART	X	
<a href="#">Wojcieszak Park</a>	Concession/Restrooms	STUART		

The County reserves the right to add or delete facilities that are included in the project.

A physical inspection of the major electrical and mechanical systems at the facilities will include, where applicable:

1. Cooling and heating systems and related equipment
2. Automatic temperature control systems and equipment
3. Air distribution systems and equipment
4. Outdoor ventilation systems and equipment
5. Hot water systems
6. Electric motors 2 HP and above, transmission and drive systems
7. Interior and exterior building lighting, street lighting and traffic lighting
8. Building envelope
9. Water consumption, such as restroom fixtures, water fountains, irrigation, etc.
10. Other major energy using systems, where applicable.

The analysis and inventory (where applicable) will address the following considerations:

1. Loads, efficiencies or hours of operation for each system (where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements will be utilized);
2. Current operating condition for each system; and,
3. Estimated remaining useful life of each system.

When appropriate, interviews will be conducted with the Facilities' operation and maintenance staff regarding the Facilities' mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

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

The Audit will analyze loading, operating costs, usage and/or hours of operation for all major end uses representing more than five percent (5%) of total Facility(s) consumption including, but not limited to:

1. Lighting;
2. Heating;
3. Cooling;
4. HVAC motors (fans and pumps);
5. Facility equipment;
6. Service and maintenance costs;
7. Contracted service costs;
8. Chemical consumption costs;
9. Water; and,
10. Other equipment.

Where loading and/or usage are highly uncertain, spot measurement and/or short term monitoring will be employed. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

d. Baseline Development: The Audit will develop Baseline models for energy and utility consumption, general operating costs, contracted services costs, and future capital requirements. The Baseline models will represent pre-existing energy consumption and facility costs for all end uses within the Facilities, not just those end uses affected by the proposed ECMs. The Baseline models will be developed, when appropriate, with a State of Florida approved whole-building simulation approach using a commercially-available energy simulation software package. The Contractor shall use the same energy simulation software, in accordance with recommendations and methods promulgated by professional societies and governmental organizations.

Models for systems that are not weather dependent such as lighting and water consumption will be prepared using spread sheets or other appropriate software. The same energy simulation software(s) used to develop the Baseline models will be used to develop the projected energy cost savings.

e. Baseline Calibration: The Baseline models will be developed and calibrated with the assistance of utility bill data for the immediately preceding twenty four (24) month period.

f. Water Utility Metering

The County's water utility metering system will be analyzed to identify potential lost revenue or opportunities to minimize operating costs where possible.

g. Develop List of Potential ECMs

The Audit and Report will:

1. Identify, propose and estimate the cost of potential ECMs for installation or implementation at the Facilities;
2. Calculate projected energy and facility cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs;
3. Provide a preliminary commissioning plan for the proposed ECMs;
4. Provide calculations for any rate savings proposals;
5. Provide supporting calculations for any proposed maintenance or other operational savings;
6. Estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.); and,
7. Comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis for all proposed ECMs.

h. Select Final Recommended ECMs

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

i. Develop Savings Estimates

In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, Contractor will seek written guidance from the County. The following items will be considered as savings or in the development of savings:

1. County material/commodity cost;
2. Outside maintenance labor cost (if applicable);
3. Agreed escalation rates for natural gas;
4. Agreed escalation rates for electricity;
5. Agreed escalation rates for water;
6. County in-house labor cost;
7. County deferred maintenance cost; and,
8. Offset of future County capital cost

j. Measurement & Verification Methods

Contractor shall recommend methods of measurement and verification of cost savings using the *International Performance and Measurement and Verification Protocol (IPMVP)* to account for actual savings. Contractor will recommend which of the Measurement & Verification methods to use, once the ECMs have been identified, and such methods will be approved by the County for each of the ECMs in the Report. The County reserves the right, upon explanation as to how savings were developed, to accept or reject any of the recommended savings amounts. It is the Contractor's responsibility to determine all incentives and credits offered by the local utility serving the facility or any tax incentives. The County reserves the right to execute additional in-house incentive investigations in order to guarantee a maximum return on investment is achieved.