

Since 1918



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604

www.palmdalewater.org

Facebook: [palmdalewaterdistrict](https://www.facebook.com/palmdalewaterdistrict)

Twitter: [@palmdaleH2O](https://twitter.com/palmdaleH2O)

Board of Directors

ROBERT E. ALVARADO
Division 1

JOE ESTES
Division 2

MARCO HENRIQUEZ
Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

ALESHIRE & WYNDER
LLP
Attorneys

February 2, 2017

Agenda for Regular Meeting of the Board of Directors of the Palmdale Water District to be held at the District's office at 2029 East Avenue Q, Palmdale

Wednesday, February 8, 2017

7:00 p.m.

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, a Spanish interpreter will be made available to assist the public in making **comments** during the meeting if requested at least 48 hours before the meeting. Please call Dawn Deans at 661-947-4111 x1003 with your request. This was authorized by Board action on May 11, 2016 as a temporary measure while a long-term policy is developed.

Adicionalmente, un intérprete en español estará disponible para ayudar al público a hacer **comentarios** durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Dawn Deans al 661-947-4111 x1003 con su solicitud. Esto fue autorizado por la mesa directiva en la junta del 11 de mayo del 2016 como una medida temporal mientras se desarrolla una política a largo plazo.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.



- 5) Presentations:
 - 5.1) None at this time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of minutes of regular meeting held January 25, 2017.
 - 6.2) Payment of bills for February 8, 2017.
 - 6.3) Receive and file Semi-annual Employee Reimbursement Report for the period covering July 1, 2016 through December 31, 2016. (Finance Manager Williams)
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and possible action on three-year proposal from Siemens Industry, Inc. Advantage Services for fire safety compliance inspections of the District's sprinkler system/alarms/extinguishers. (\$5,832.00 year one; \$6,007 year two; \$6,187 year three – Budgeted – Human Resources Director Emery)
 - 7.2) Consideration and possible action on implementation of security system at Leslie O. Carter Water Treatment Plant. (\$225,674.00 – Budgeted – Project Manager Thompson Sr.)
 - 7.3) Consideration and possible action on the approval of the purchase of a new Laboratory Information Management System. (\$40,600.00 – Budgeted – Water Quality/Regulatory Affairs Supervisor Thompson)
 - 7.4) Consideration and possible action on format for Certificates of Appreciation under Article 4.10 and Appendix EE, Exhibit 2 of the District's Rules and Regulations. (Director Estes)
 - 7.5) Consideration and possible action on changing the meeting time of Board meetings. (Director Dino/General Manager LaMoreaux)
 - 7.6) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2017 Budget:
 - a) Sage Designs, Inc. SCADA & Security Products "Telepace Studio Ladder Logic Training Class" to be held March 14 – 16, 2017 in Mill Valley.
 - b) WQI Distribution Review Classes to be held at various locations in 2017.
 - c) WQI Water Treatment Review Classes to be held at various locations in 2017.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Meetings/General Report.

- b) Standing Committee/Assignment Reports (Chair):
 - 1) 2017 Standing Committees. (President Alvarado)
- 8.2) Report of General Manager.
 - a) Status on Palmdale Regional Groundwater Recharge & Recovery Project Title 22 Report.
- 8.3) Report of General Counsel.
- 9) Public comments on closed session agenda matters.
- 10) Break prior to closed session.
- 11) Closed session under:
 - 11.1) Conference with Legal Counsel – Existing Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(1), to confer with Special Litigation Counsel regarding existing litigation to which the District is a party. The title of such litigation is as follows: *Antelope Valley Ground Water Cases*.
- 12) Public report of any action taken in closed session.
- 13) Board members' requests for future agenda items.
- 14) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: February 1, 2017 **February 8, 2017**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Michael Williams, Finance Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.3 – RECEIVE AND FILE SEMI-ANNUAL
EMPLOYEE REIMBURSEMENT REPORT FOR THE PERIOD
COVERING JULY 1, 2016 THROUGH DECEMBER 31, 2016.***

Recommendation:

Staff recommends the Board receive and file the Semi-Annual Employee Reimbursement Report for the period covering July 1, 2016 through December 31, 2016.

Background:

Staff reimbursements are based on the approved budget. It is required that the District report to the governing body Employee Reimbursements in excess of \$100.00 on a semi-annual basis.

Strategic Plan Initiative:

This work is part of Strategic Initiative No. 4 – Financial Health and Stability.

Budget:

Receiving and filing the Employee Reimbursement Report will not affect the budget.

Supporting Documents:

- Semi-Annual Employee Reimbursement Report for the period covering July 1, 2016 through December 31, 2016.

PALMDALE WATER DISTRICT
Semi-Annual Employee Reimbursement Report
Period Covering July 1, 2016 through December 31, 2016

Employee ID	Employee Name	Pay Date	Item Description	Amount
1720	Richard Heinonen	07/13/16	Travel Expenses	485.30
2955	Peter Thompson Jr	07/13/16	Travel Expenses	195.48
2600	Jonathon Pernula	07/27/16	Travel Expenses	109.54
1650	Clay Gibbons	07/27/16	Riemburement for Work Boots	125.00
2220	Daniel McKinsey	07/27/16	Riemburement for Work Boots	125.00
2520	Tara Peuse	08/10/16	Travel Expenses	115.89
1395	Loren Dykes	08/10/16	Riemburement for Work Boots	125.00
4024	Collin Dranow	08/24/16	Riemburement for Work Boots	125.00
4035	Frank Aguiar	08/24/16	Riemburement for Work Boots	125.00
2955	Peter Thompson Jr	09/07/16	Travel Expenses	390.96
2955	Peter Thompson Jr	10/05/16	Travel Expenses	390.96
2600	Jonathon Pernula	11/02/16	Travel Expenses	109.54
1720	Richard Heinonen	11/16/16	Travel Expenses	547.80
2600	Jonathon Pernula	11/30/16	Travel Expenses	179.54
2955	Peter Thompson Jr	12/14/16	Travel Expenses	390.96

3,540.97

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: February 1, 2017 **February 8, 2017**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Jennifer Emery, Human Resources Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON THREE-YEAR PROPOSAL FROM SIEMENS INDUSTRY, INC.
ADVANTAGE SERVICES FOR FIRE SAFETY COMPLIANCE
INSPECTIONS OF THE DISTRICT’S SPRINKLER
SYSTEM/ALARMS/EXTINGUISHERS. (\$5,832.00 YEAR ONE; \$6,007
YEAR TWO; \$6,187 YEAR THREE – BUDGETED – HUMAN
RESOURCES DIRECTOR EMERY)***

Recommendation:

Staff recommends that the Board approve a contract with Siemens Industry, Inc. Advantage Services for our maintenance of our fire safety system and compliance monitoring at both locations.

Alternative Options:

The alternative is to take staff from other projects/duties to both learn how to monitor and maintain the system.

Background:

A new security/fire system has been installed at the main office of the District and will be installed at the treatment plant this summer. The state of California has strict guidelines regarding maintaining this system and maintaining records of compliance.

Strategic Plan Element:

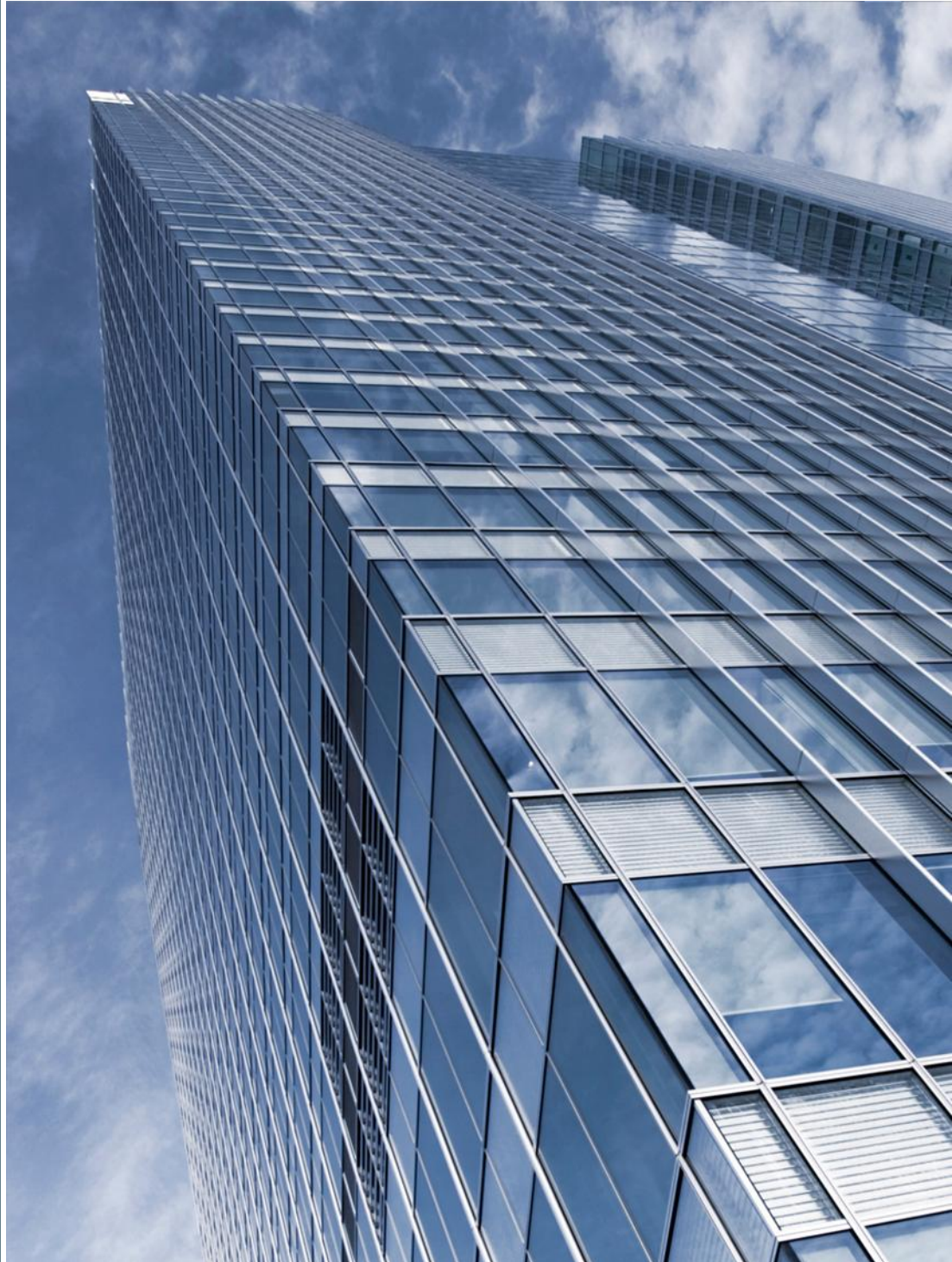
This work is part of Strategic Plan Initiative No. 2 - Organizational Excellence

Budget:

Annual cost average \$6009.

Supporting Documents:

- Quote
- NFPA Guidelines

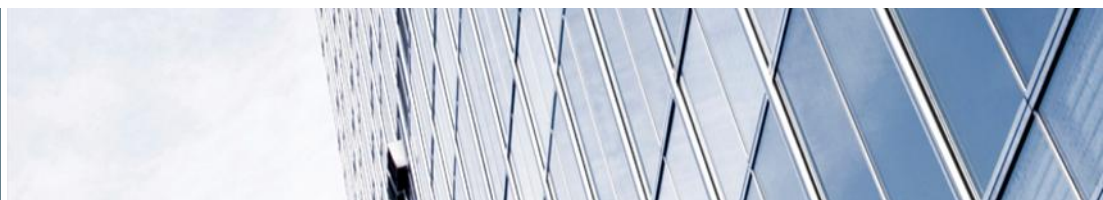


Advantage Services[®]

Agreement for Palmdale Water District
Fire Protection Systems

December 28, 2016

S



Advantage Services

Agreement for Palmdale Water District

December 28, 2016

Table of Contents

	Advantage Services	1
1	Overview	3
1.1	Executive Summary	3
1.2	Customer Objectives	3
1.3	Current Situation	3
2	Service Solution	4
2.1	FIRE ALARM & LIFE SAFETY SERVICES	5
2.1.1	Customer Support Services	5
2.1.2	Technical Support Services	5
3	Service Implementation Plan	7
3.1	Fire Alarm & Life Safety Services On-site Response Time and Call Windows	7
3.2	Location Table	7
3.3	Service Team	9
4	Siemens Industry, Inc.	10
4.1	Signature Page and Investment By and Between:	10
4.2	Terms And Conditions	11
Appendix A.	Discounted Labor & Material Pricing	16

1 Overview

1.1 Executive Summary

Palmdale Water District has made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff. This agreement has been specifically developed to support your Fire Life Safety systems compliance goals and demonstrate Siemens capabilities to ensure proper documentation of all inspection and testing reports related to your facility.

1.2 Customer Objectives

Palmdale Water District is committed to maintaining compliance with NFPA and local standards, local standards, minimizing false alarms and business disruption, ensuring the safety of building occupants and staff, and keeping comprehensive service reports and documentation. Palmdale Water District facility objectives include: **Consolidation of vendors, technician response time, simplified and consistent scheduling of services, straightforward and comprehensive reporting, and 100% code compliance.** Employee safety and protecting company equipment and property are vital to business continuity and reputation. Ongoing testing, inspection, and maintenance services help keep your systems fully functional and costs down. To ensure proper maintenance of the Fire Life Safety system, the following is included in this agreement:

Perform Annual Test/Inspection of Fire Protection Systems according to NFPA and California Standards

- **Annual Fire Alarm Test & Inspection (NFPA 72)**
- **Annual & Quarterly Sprinkler Test & Inspection (NFPA 25)**
- **Annual Fire Extinguisher Maintenance (NFPA 10)**

Provide Written Report of all Services Performed

Quarterly Meetings with Client Service Manager (CSM) to review Reports & Deficiencies if applicable

1.3 Current Situation

Palmdale Water District

- Multiple Locations at two separate sites:
 - PWD Office & PWD Treatment Plant

2 Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.



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
- 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
- Maximized energy efficiency

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 completed, 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

Performance Reporting • Quality Assurance Meetings

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Silver Level

The Silver Advantage Services plan is an economical choice for customers that want reliable back-up support for their maintenance staff so they can minimize the downtime of facility systems and equipment. The Silver plan is a balance between price and performance. When emergencies occur, Siemens experts will provide online or phone support within 4 hours. If an onsite visit is needed, Siemens will arrive on site the next regularly scheduled business day, Monday through Friday.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, a detailed written report following each service visit, and a life safety log book.

2.1.1

Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

Life Safety Log Book

With the System Documentation Management and Update Service, Siemens stores and safeguards electronic documents related to the maintenance and support of your system (e.g. system maintenance, inspections and testing reports; installation plans; configuration documentation; user guides and systems inventories). Siemens documents service visits and findings as provided through ongoing services. Specific documentation changes resulting from changes in system design and configuration will be provided as identified in the List of Maintained Equipment or Appendix. On request, documents and other system related data are made available and supplied in electronic form or as a hard copy.

2.1.2

Technical Support Services

Emergency Online/Phone Response: 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 Siemens to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by you. 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. The on-site dispatch will be a billable service call.

Emergency Onsite Response: Monday through Friday, Next Business Day: 8:00 AM - 5:00 PM

Emergency Onsite Response will be provided to help 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 the next business day, Monday through Friday, during the hours of 8:00 AM – 5:00 PM for emergency conditions, as determined by your staff and Siemens. Response on Holidays is excluded from this coverage. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Fire Life Safety System Testing and/or Inspection

As designated agent, we will perform the required test and inspection of the fire protection system using NFPA 72, 25, & 10 (California Edition) recommended test frequencies and methods as guidelines. We will provide the necessary documentation to satisfy the AHJ and to maintain your Certificate of Occupancy. A list of equipment covered under this service agreement, along with test frequencies, can be found in the List of Maintained Equipment section of this service agreement.

If applicable and agreed to, the customer can supply a second person to conduct the testing with the Siemens employee; this agreement is priced accordingly.

The following life safety systems are included in this agreement:

Perform all Test/Inspection of Fire Protection Systems according to NFPA and California Standards

- **Annual Fire Alarm Test & Inspection (NFPA 72)**
- **Annual & Quarterly Sprinkler Test & Inspection (NFPA 25)**
- **Annual Fire Extinguisher Maintenance (NFPA 10)**

Additional Services:

The owner or the owner's designated representative, not Siemens Industry, shall be responsible for meeting and maintaining all the requirements related to visual inspections, testing and preventative maintenance pursuant to the adopted codes and regulations pertained to the building. Siemens is only responsible for meeting the requirements within this agreement and the owner acknowledges that there may be other task, system components, or frequencies that the owner must comply with in order to be fully compliant

Fire Alarm Testing/Inspection

We will perform annual test and inspection of the Fire Alarm system per NFPA 72.

Fire Sprinkler System Testing/Inspection

We will perform quarterly and annual test & inspection of the Fire Sprinkler System, using NFPA 25

Portable Fire Extinguishers Maintenance

Siemens will perform maintenance of the Portable Fire Extinguisher(s), using NFPA 10 recommended frequencies and methods as elected by the customer.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Silver
Attribute	
Emergency Online/Phone Response	4 hours
Response time - onsite for critical components	Next regularly scheduled BT business day- labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	Next regularly scheduled BT business day- labor to appear onsite is covered within this response time coverage*
Hours of Service	Next regularly scheduled BT business day- labor to appear onsite is covered within this response time coverage*
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs are billable.

3.2 Location Table

SIEMENS

Siemens Building Technologies Service Agreement

Location	Fire Alarm (Annual)	Sprinkler (Annual & Quaterly)	Fire Extinguisher (Annual)
PWD Office Site	Yes, Radionics Alpha II	Yes, 1 Riser	Yes
PWD Treatment Plant	No	No	Yes
Vehicles/ Fork Lifts	No	No	Yes

Location	Device Type	Count
PWD Office Site	Smokes	15
	Strobes	4
	Extinguishers	31
PWD Treatment Plant	Extinguishers	≈ 24
Vehicles/ Fork Lifts	Extinguishers	≈ 50

Service Team

An important benefit of your Service Agreement derives from having the trained 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.

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

FIRST LINE OF RESPONSE

To call or schedule Services/Repairs and for Emergencies:

1.800.806.0886

This number is manned by a live representative 24/7. Please provide your name, site location, phone number, and a brief description of your problem. If your call is received after hours, and is an emergency, the dispatcher will page the on-call technician, who will return your call to discuss the problem. The technician will respond accordingly depending on the issue. If your call is received between 8:00am and 5:00pm, or if your call is received after hours and is not an emergency the dispatcher below will return your call during normal hours to schedule a repair visit.

Local Service Dispatcher (Service / Repair Calls)

Maria (Smitty) Smith (800) 806-0886

Your Assigned Team of Service Professionals will include:

Evan Finkenberg – Fire Service Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

657- 465-0351 / evan.finkenberg@siemens.com

Victor Johnson – Client Service Manager (CSM) 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.

714-342-7272 / victorjohnson@siemens.com

Bob Ciereck - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

657-465-1262 / robert.ciereck@siemens.com

Maria (Smitty) Smith - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

800-806-0886 / maria.smith@siemens.com

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
6141 Katella Ave.
Cypress, CA 90630
Evan Finkenberg
(657) 465-0351

Palmdale Water District
2029 E Avenue Q
Palmdale, CA 93550
Jim Stanton
(661)456-1050

Services shall be provided at: Palmdale Water District (2 sites)
PWD Office PWD Treatment Plant
2029 E Avenue Q 700 E Avenue S
Palmdale, CA 93550 Palmdale, CA 93550

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 12/28/2016 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 1/15/2017 and from year to year thereafter.

Investments for buildings:

Year 1	1/15/2017 to 1/14/2018	\$5,832 annually	paid \$5,832 annual in advance
Year 2	1/15/2018 to 1/14/2019	\$6,007 annually	paid \$6,007 annual in advance
Year 3	1/15/2019 to 1/14/2020	\$6,187 annually	paid \$6,187 annual in advance

Price does not include: New equipment, parts, or repair

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:
Dennis LaMoreaux
General Manager
Palmdale Water District

Proposal submitted by:
Evan Finkenberg
Fire Service Sales Executive
Siemens Industry, Inc.

Signature Date

Signature Date

P.O.# _____

Virgina Tingle
Area Sales Manager

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.
- Or
- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

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 CUSTOMER.

4.2 Terms And Conditions

GENERAL TERMS AND CONDITIONS (SERVICE) (v.10-15)

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal, Advantage Services Agreement, or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the services identified in the Document (the "Services") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 9.2), and Work Product Deliverables (as defined in Section 9.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Services (collectively, the "Deliverables") and (b) supersede and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Services.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.8 AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE DOCUMENT.

1.9 This Agreement is non-cancellable during the Initial Term. Either party, however, may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of its intent not to renew.

1.10 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered Equipment" shall mean the equipment expressly identified in the Document upon which Services will be performed.

Customer represents at the commencement of this Agreement that, with the exception of Covered Equipment that is an Equipment Deliverable under this Agreement, if any, all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If a fire or life safety system is included as part of the Covered Equipment and does not comply with all applicable codes or if removal of any item of Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take all necessary corrective action, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than Siemens or a person authorized by Siemens, Customer shall immediately notify Siemens in writing, and Siemens reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by Siemens

3.1 Siemens shall only perform the Services identified in this Agreement. Siemens is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.2 Siemens shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.3 Siemens shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or re-commissioning that Siemens reasonably deems necessary; (b) notify Siemens of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events, Siemens may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.4 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. Siemens will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of Siemens, except Hazardous Materials (as defined in Section 10.1), which under all circumstances remain the property and responsibility of Customer.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Siemens, the documents prepared for the Customer represent Siemens' best judgment based on Siemens' experience and the information reasonably available to Siemens at the time that the Services are performed. Customer acknowledges that Siemens does not control: (a) the costs of labor, materials, equipment or services furnished by

GENERAL TERMS AND CONDITIONS (SERVICE) (v.10-15)

others; (b) overall market conditions; or, (c) other contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by Siemens as part of the Services provided hereunder.

3.7 In the event Energy Management & Controlling ("EMC") is expressly included, Siemens will have a disaster recovery plan and a disaster contingency plan.

3.8 In the event Online Data Backup & Protection Services are expressly included in the Document, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control, fire and life safety, and/or security systems.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
- (b) Provide or arrange without cost all reasonable provisions, means and access for Siemens to the Covered Equipment;
- (c) Permit Siemens to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
- (d) Furnish Siemens with all available information pertinent to the Services;
- (e) Obtain and furnish to Siemens all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Siemens has expressly agreed in writing to obtain;
- (f) Maintain the Services 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;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Siemens has expressly agreed in this Agreement to give;
- (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to Siemens any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained herein is proprietary to Siemens and Customer shall not disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or

security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the Covered Equipment any device that interferes with the Services or the proper operation of the Covered Equipment.

4.7 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

4.8 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.7 OF THIS ARTICLE.

4.9 Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.7 of this Article.

Article 5: Compensation

5.1 THE ANNUAL FEE IS NON- REFUNDABLE EXCEPT AS MAY BE PROVIDED HEREIN.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the scope section of the Document. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during Siemens' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 Siemens shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the agreed start date and annually thereafter on the anniversary of such start date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with Siemens, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice,

GENERAL TERMS AND CONDITIONS (SERVICE) (v.10-15)

and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer shall pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to Siemens.

5.4 Except to the extent expressly identified in this Agreement, Siemens' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator of three percent (3%). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. Except for where the Initial Term annual pricing is specifically identified elsewhere in the Document, this escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Services, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, Siemens shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by Siemens hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by Siemens. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against Siemens for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.9 herein.

7.2 To the extent that Equipment is a Deliverable as part of the

Services under this Agreement, Equipment manufactured by Siemens or bearing its nameplate shall be warranted for the earlier of one (1) year from the date of first beneficial use or from the date of installation to be free from defects. To the extent that Software is a Deliverable as part of the Services for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement (EULA) accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.3 The limited warranties set forth in Sections 7.1. and 7.2 respectively, will be void as to, and shall not apply to, any Services, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident, by Customer or others; (iii) damaged because of any use of the Equipment after Customer has, or should have knowledge of any defect in the Equipment.

7.4 Any claim under the limited warranties granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. As to the Equipment, Customer's sole and an exclusive remedy for any Equipment found to be defective during the warranty period is repair or replacement of the parts or components found to be defective.

7.5 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.6 Customer hereby, for it and any parties claiming under it, releases and discharges Siemens from any liability arising out of all hazards covered by Customer's insurance. All claims against Siemens arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.7 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE

GENERAL TERMS AND CONDITIONS (SERVICE) (v.10-15)

CONSTRUED BY CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT CUSTOMER'S SOLE RISK.

7.8 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.9 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorney's fees) arising out of this Agreement, or out of any Services or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by Siemens from Customer under this Agreement.

7.10 Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation under the warranty hereunder.

7.11 The parties acknowledge that the price which Siemens has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Limitations of Maintenance or Service Obligations

8.1 Unless agreed 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 Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered 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; or (h) latent defects in the Covered Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Covered Equipment other than by Siemens or its agents.

8.2 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 Covered 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 specifically stated in the Document; 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.

8.3 Siemens is not responsible for repairs, replacements or services to Covered Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: License and Intellectual Property

9.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Services performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

9.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Services ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

9.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Services under this Agreement; or, (iii) if developed while performing the Services under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Services to be provided to the Customer or where such Services comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

GENERAL TERMS AND CONDITIONS (SERVICE) (v.10-15)

9.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Services and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Services are provided.

9.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Services or any other project or purpose, without Siemens' prior express written consent.

9.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

9.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

9.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing the Services under this Agreement.

9.9 Customer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 10: Hazardous Materials Provisions

10.1 The Services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by Siemens before its obligations hereunder shall continue.

10.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, Siemens shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, Siemens shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

10.3 Customer warrants that, prior to the execution of this Agreement, it shall notify Siemens in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

10.4 Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 11: Import / Export Indemnity

Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer shall not, at any time, either directly or indirectly, use, export, sell, transfer, assign or otherwise dispose of such Covered Equipment or Services in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER SHALL INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO THE CUSTOMER'S NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 12: Small Business Concern

Siemens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Siemens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective from Oct 1, 2016 through Sept 30, 2017

Please note: Rates shown are for the period referenced above and are subject to change.

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time, 2 hr min. (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime, 2 hr min. (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays, 2 hr min.
Fire Safety Specialist	\$156.00/hr	\$203.00/hr	\$250.00/hr

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and \$0.60 per mile one-way vehicle charge.

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.

IMPORTANT NOTICE

This list is not all inclusive. If you are responsible for either conducting inspection, testing or maintenance, or ensuring that a contractor is completing the work as required, you are ultimately responsible to review the most current and applicable referenced standard to ensure that all items are addressed. This is particularly applicable to Water-Based Fire Protection Systems as referenced in NFPA 25 and Fire Alarm Systems as referenced in NFPA 72 as the inspection, testing and maintenance chapters are very detailed. Please ensure that the work that is required is thoroughly documented, and maintained as required by your local authority having jurisdiction (AHJ).

Fire Extinguishers – Portable

Reference NFPA 10 (2013)

Item	Activity	Frequency
All Types	Visual Inspection	Monthly
Pressurized Water Wet Chemical	Thorough Examination	Annually
	Hydrostatic Testing	Every 5 years
Carbon Dioxide	Thorough Examination	Annually
	Hydrostatic Testing	Every 5 years
Dry Chemical	Thorough Examination	Annually
	Maintenance w/internal exam	Every 6 years
	Hydrostatic Testing	Every 12 years
Film-Forming Foam (AFFF and FFFP types)	Thorough Examination	Annually
	Maintenance w/internal exam	Every 3 years
	Hydrostatic Testing	Every 12 years
Halocarbon Clean Agent	Thorough Examination	Annually
	Maintenance w/internal exam	Every 6 years
	Hydrostatic Testing	Every 12 years

Private Fire Service Mains, Yard Hydrants and Related Components

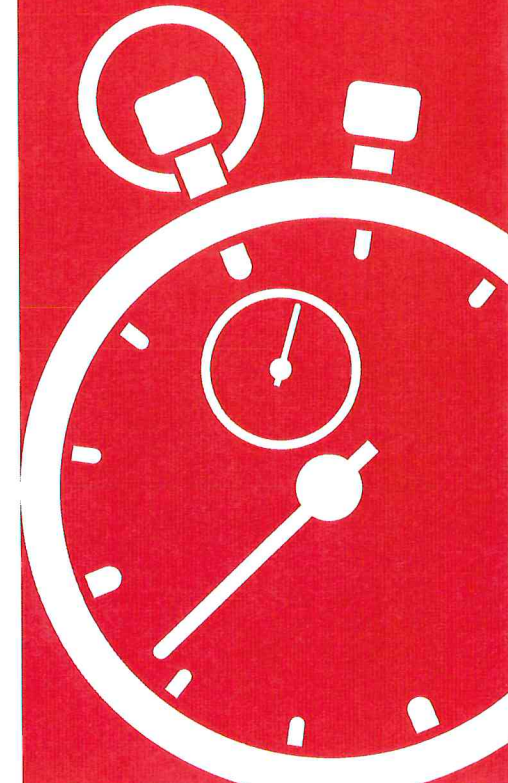
Reference NFPA 25 (2011), Table 7.1.1.2

Item	Activity	Frequency
Hose Houses	Visual Inspection	Quarterly
	General Maintenance	Annually
Hydrants	Flow Test + Inspection	Annually
	Maintenance	Annually
Monitor Nozzles	Flow Test (range & operation)	Annually
	Maintenance	Annually
Mainline Strainers	Inspected	Annually + after flows
	Maintenance	Annually + after flows
Piping (exposed)	Inspected	Annually
	Tested	Every 5 years



Fire Protection

Inspection, Testing & Maintenance: Recommended Frequency Chart



Spinkler Systems Reference NFPA 25 (2011), Table 5.1.1.2, Table 13.1.1.2

Item	Activity	Frequency
Gauges (dry, pre-action, deluge systems)	Visual Inspection	* Weekly/Monthly
Gauges (wet pipe systems)	Visual Inspection	Monthly
Control Valves	Visual Inspection	Weekly-sealed; Monthly- locked, tamper switch
	Test Position/Operation	Annually
	Test Supervisory	Semiannually
	Maintenance	Annually
Alarm Valves	Visual Inspection	Monthly
	Internally Inspected	5 years
Check Valves	Internally Inspected	5 years
Dry Pipe Valves/ Quick-Opening Devices	Visual Inspection	Monthly
	Internally Inspected	Annually
	Test Priming Water	Quarterly
	Test Low Air Pressure Alarms	Quarterly
	Test Low Temperature	Annually
	Trip Test	Annually
	Full Flow Trip Test	3 years
	Maintenance	Annually
Preaction/Deluge Valves (Includes Double-Interlocking Preaction Valves)	Visual Inspection	Monthly (daily/weekly when subject to cold weather)
	Full Flow Test	Annually
	Maintenance	Annually
Waterflow Alarm Devices	Visual Inspection	Quarterly
	Testing (mechanical devices)	Quarterly
	Testing (vane & pressure devices)	Semiannually
Valve Supervisory Alarm Devices	Visual Inspection	Quarterly
Obstructions (internal inspection of system piping)	Visual Inspection	5 years (see Ch 14.2)
Sprinklers	Visual Inspection	Annually
	Sample Test those > 50 years old Annually	Special Schedule
Main Drains	Testing	Annually; Quarterly (sole supply via backflow, check valve, etc. OR 10 % reduction from previous records)
Fire Dept. Connections	Visual Inspection	Quarterly
Performance and Water-Based Fire Protection Systems	Inspection, Testing and Maintenance for such systems (e.g. Quell™, VanQuish™, etc.) are subject to equivalent or superior levels of quantitative analyses.	Each system will have its own baseline care and maintenance requirements outlined by its manufacturer's technical specifications.
	Equivalent or superior levels of performance can be demonstrated through quantitative performance-based analyses (See NFPA 25, Appendix A.4.6).	

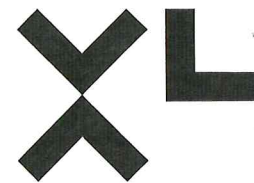
* If the gauge is electronically monitored, or valves chained and locked, then the inspection frequency could be monthly

Standpipe and Hose Systems Reference NFPA 25 (2011), Table 6.1.1.2

Item	Activity	Frequency
Control Valves, and Pressure Regulating Devices	Visual Inspection	Weekly-sealed Monthly- locked, tamper switch
	Test Position/Operation	Annually
	Test Supervisory	Semiannually
	Maintenance	Annually
	Hydrostatic Testing	Every 5 years
Hose, Hose Connections, Hose Nozzle + Storage Device	Visual Inspection	Annually per NFPA 1962; Annually
Hose	Hydrostatic Testing	5 years

Fire Pumps Reference NFPA 25 (2011), Table 8.1.2, Table 8.1.1.2, Chapters 8.2 and 8.3

Item	Activity					Frequency
Electric Motor Driven	Inspect	Check	Change	Clean	Test	
Start at no flow conditions 10 minutes					•	Monthly
Operate manual starting means					•	Monthly
Grease electric motor bearings					•	Annually
Diesel Motor Driven	Inspect	Check	Change	Clean	Test	
Start at no flow conditions 30 minutes					•	Weekly
Fuel tank level	•	•				Weekly
Flexible fuel hoses and connectors	•					Weekly
Engine oil level	•	•				Weekly
Change engine oil and oil filter(s)			•			Annually or every 50 hours
Engine crankcase breather	•		•	•		Quarterly
Cooling system level	•	•				Weekly
Cooling antifreeze protection level					•	Semiannually
Cooling line water strainers				•		Quarterly
Exhaust system leakage	•	•				Weekly
Exhaust system hangers and supports	•					Annually
Flexible exhaust section	•					Semiannually
Battery system electrolyte level		•				
Battery terminals cleaned and tightened	•	•				Quarterly
Battery specific gravity or state of charge					•	Monthly
Battery charging and charge rate	•					Monthly



Fire Pumps Reference NFPA 25 (2011), Table 8.1.2, Table 8.1.1.2, Chapters 8.2 and 8.3		
Item	Activity	Frequency
Flow Testing (all types of fire pumps)	Full Flow Test - Three Point Net Curve	Annually
All Fire Pump Installations	Maintenance	See Manufacturer's Recs. and Ch. 8.6
Fire Pump Alarm Signals	Test - Simulated by activating alarm circuits at alarm sensor locations, and all such local or remote alarm indicating devices (visual and audible)	Annually
Pump House, Pump Room, Heating Ventilating Louvers	Inspection – General	Weekly

Water Storage Tanks Reference NFPA 25 (2011), Table 9.1.1.2., Table 9.5.1.1, Table 9.6.1		
Item	Activity	Frequency
Water Temperature	Visual Inspection	
	Alarms connected to attended location	Monthly
	Alarms not Connected to attended location	Weekly
	Test Supervisory	Monthly*
Tank Heating System	Visual Inspection	
	Low temp alarm systems connected to attended location	Weekly
	Alarms not Connected to attended location	Daily
	Test Supervisory	Monthly*
Water Level	Visual Inspection	
	Alarms connected to attended location	Quarterly
	Alarms not Connected to attended location	Monthly
	Test Supervisory Alarms	Semiannually
Tanks – Exterior and support structures	Inspection	Quarterly
Tanks – Interior	Inspection	
	Tanks without corrosion protection	3 years
	All other tanks	5 years
Automatic Tank Fill Valve	Test Operation	Annually

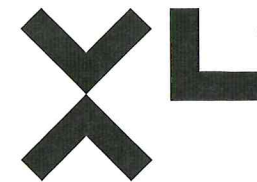
* During cold or heating season only

Other Automatic Fire Extinguishing Systems References NFPA 11 (2010), NFPA 12 (2011), NFPA 12A (2011), NFPA 17 (2013), NFPA 17A (2013), NFPA 25 (2011) and NFPA 2001 (2012)		
Item	Activity	Frequency
Dry Chemical Systems	Test and Maintenance	Semiannually
CO2 Systems	Inspect - Operational Condition of High Pressure Cylinders	
	Weighted & date of last hydro-test noted	Semiannually
	Check and Test	Annually

Other Automatic Fire Extinguishing Systems

References NFPA 11 (2010), NFPA 12 (2011), NFPA 12A (2011), NFPA 17 (2013), NFPA 17A (2013), NFPA 25 (2011) and NFPA 2001 (2012)

Item	Activity	Frequency
Clean-Agent Systems	Inspect agent quantity and pressure	Semiannually
	Inspect protected enclosure for penetrations	Semiannually
	Inspect – Anytime when:	
	Halocarbon Clean Agent Cylinders > 5% net loss in agent weight OR loss in pressure of > 10% then refill or replace cylinders	Anytime
	Inert gas clean agent cylinders containing agent under pressure (not liquefied) showing a loss in pressure of > 5% then refill or replace cylinders	Anytime
	Any penetrations made or found within enclosures protected by clean agent systems need to be sealed	Anytime
	Test – General	Annually
Wet Chemical Systems	Inspection (Typically by owner)	Monthly
	Maintenance	Semiannually
Water Spray Systems	Valves – Inspect/Test	Weekly/Monthly
	Main Drain- Test	Annually
	Water Flow Alarms- Test	Annually
Low, Medium or High Expansion Foam Systems	Inspect	
	Discharge Device (Spray Nozzle) Location & Position	Monthly
	Proportioning Systems – All	Monthly
	Above Ground Piping	Annually
	Discharge Device Location & Position (Sprinklers)	Annually
	Foam Concentrate Strainer(s)	Quarterly
	Test	
	Waterflow Devices (Water Motor Gongs, Pressure Switches, etc.)	Quarterly
	Control Valves (Tamper Switches)	Semiannually
	Complete foam-water system:	Annually
	Foam Concentrate	
	Foam Water Solution	
	Proportioning Systems – All	



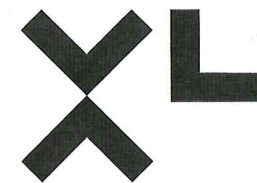
Other Automatic Fire Extinguishing Systems

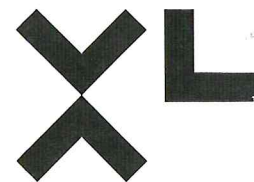
References NFPA 11 (2010), NFPA 12 (2011), NFPA 12A (2011), NFPA 17 (2013), NFPA 17A (2013), NFPA 25 (2011) and NFPA 2001 (2012)

Item	Activity	Frequency
Foam Sprinkler Systems See NFPA 25, Table 11.1.1.2	Inspect	
	Discharge Device Location and Position (Spray nozzle)	Monthly
	Proportioning Systems – All	Monthly
	Drainage in System Area	Quarterly
	Foam Concentrate Strainer(s)	Quarterly
	Discharge Device Location and Position (Sprinkler)	Annually
	Fittings w/Corrosion and Damage	Annually
	Test	
	Waterflow Devices (Water Motor Gongs, Pressure Switches, etc.)	Quarterly
	Backflow Preventers	Annually
	Foam Concentrate Sample	Annually
	Maintenance	
	In-Line Balanced Pressure Type Proportioning Systems –	
	Balancing Valve Diaphragm	5 years
	Foam Concentrate Pumps	5 years
	Pressure Vacuum Vents	5 years
	Bladder Type Proportioning Systems - Hydrostatic Test	5 years
	In-Line Balanced Pressure Type Proportioning Systems - Foam Concentrate Tank	10 years
	Line Type Proportioning Systems - Foam Concentrate tank - Drain and Flush	10 years
	Standard Pressure Type Proportioning Systems - Tank Corrosion and Hydrostatic Test	10 years

Fire Alarms, Related Initiating and Notification Devices Reference NFPA 72 (2013) Table 14.3.1, Table 14.4.3.2

Item	Inspection	Testing	Comments
Control Equipment: Fire Alarm Systems	Weekly – Unmonitored systems Annually – Monitored systems	Annually	Trouble signals on monitored systems are allowed semiannual frequency
Initiating devices Air Sampling Type Duct Detectors Manual Fire Alarm Pull Boxes Heat Detectors Radiant Energy Video Image Smoke Type Smoke Detectors	All Types - Semiannually	All Types – Annually except Radiant Energy Types - Semiannually	Visual Inspection = Verify location and condition (all types) Testing = According to manufacturer's recommended procedures



**Fire Alarms, Related Initiating and Notification Devices** Reference NFPA 72 (2013) Table 14.3.1, Table 14.4.3.2

Item	Inspection	Testing	Comments
Notification Appliances	Weekly – Unmonitored systems	Annually	Verify location and condition (all types)
	Annually – Monitored systems		
Mass Notification Systems	Annually	Annually	Visual Inspection = Verify a system normal condition

Emergency Power Reference NFPA 110 (2013)

Item	Activity	Frequency
Generators	Visual Inspected	Weekly
	Tested - Exercised Diesel units at >30% of their EPS* standby nameplate kW rating	Monthly - 30 minutes
	Tested - Load Tested	Annually
Generators - Batteries	Inspected	Weekly – Storage type
		Monthly – Lead acid
Generator – Transfer Switches	Tested – Operated electrically operating the transfer switch from the primary position to the alternate position and then a return to the primary position	Monthly

* Emergency power supply (EPS)

Fire Doors Reference NFPA 80 (2013)

Item	Activity	Frequency
Vertical and Horizontal Automatic Sliding and Rolling Type	Visual Inspected	Daily
	Tested – Exercised to full closure	Annually

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: February 2, 2017 **February 8, 2017**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Peter Thompson, Sr., Project Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
Mr. Matthew R. Knudson, Assistant General Manager
Mr. James Riley, Engineering/Grant Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION
ON IMPLEMENTATION OF SECURITY SYSTEM AT LESLIE O.
CARTER WATER TREATMENT PLANT***

Recommendation:

Staff recommends that the Board waive the Bid Policy under Appendix “M” of the Rules and Regulations and award a contract to Siemens Industry, Inc., from Cypress, CA in the not-to-exceed amount of \$225,674 for the construction and implementation of Security System at Leslie O. Carter Water Treatment Plant.

Financial Impact:

The funding for this project is included with the financing recently approved with Holman Capital and is included in the approved 2017 Operating Budget.

Background:

In 2015, the District worked with a security consultant and prepared a feasibility report that evaluated the security of the District’s assets. Said consultant prepared a report and recommended improvements to the security system at the District. The District then went through a pre-qualification process to qualify security contractors to bid on the improvements and installation of security equipment at the District’s main office and facilities yard. That project was completed in 2016 and has been very well.

The next phase of the project is to improve the security at the Leslie O. Carter Water Treatment Plant. Since the District has had success with the contractor and equipment for the first phase, it is recommended to continue with the same contractor and equipment, as they are familiar with the District’s needs and the entire security system will be connected and integrated as one complete system.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager
Mr. Matthew R. Knudson, Assistant General Manager
Mr. James Riley, Engineering/Grant Manager

February 2, 2017

Staff is recommending that the Board waive the District's bid policy under Appendix "M" of the Rules and Regulations and accept the attached proposal that was negotiated between District staff and Siemens. The District will use the standard construction contract and indemnification language that was used on the first phase of the project. By waiving the bid policy and working directly with Siemens, the District limits our security exposure that would have occurred by circulating our security plans to various contractors through the public bid policy.

Strategic Plan Element:

This work is part of Strategic Initiative #3 – Systems Efficiency

Supporting Documents:

- Proposal Package from the Lowest Responsible Bidder

PWD – Water Treatment Facility

2029 East Avenue Q
Palmdale, CA 93590
Attention: Jim Stanton
January 13, 2017

Project Name: PWD – Water Treatment Facility Security Enhancements – Rev3 01/13/2017

Statement of Work:

Project Summary: PWD has made the decision to implement security enhancements at the PWD Water Treatment Facility located at 700 East Avenue S, Palmdale, CA. After visiting the location and reviewing the project with the Siemens operations team, the following scope of work has been prepared to outline Siemens recommendations. The project includes access control, video surveillance and burglar panels.

Access Control – PWD Treatment Facility Main Building

Doors 1 through 7: (Revised to add seventh door per meeting on 9/22/2016)

1. Siemens to furnish and install seven card readers (one) at each of the designated door locations.
2. Siemens to furnish and install door contacts at each of the seven door locations.
3. Electrified door hardware to be furnished and installed by others, Siemens will connect the appropriate wire to electrify each of the designated door locations.
4. Siemens to furnish and install a door control module (DCM) near each of the designated door locations.. Final location of each DCM to be determined at post award site walk.
5. Siemens to provide and install the appropriate cabling to connect the various ACS (Access Control System) devices to the DCM.
6. Siemens to provide and install the appropriate cabling from DCM back to the Access Control Panel located in the Server Room/MDF on the first floor.
7. Siemens to program the various ACS devices into the existing CCURE9000 system. Siemens assumes card access will be controlled by the PWD administrator located the 2029 East Avenue Q location.
8. Siemens assumes PWD has network in place today that connects the Treatment Facility with main office on Q Street.
9. Siemens assumes the Q street location will maintain administrative control.
10. **Siemens to furnish and install electrified door hardware on seven (7) doors designated during previous job walks and follow up discussions.**
11. Siemens will furnish and install CCURE9000 software to upgrade the current 'N' license to 'P'.
Please note 'P' license requires SQL Server 2012.

Video Surveillance:

Camera 1 – GAG Gallery Structure:

12. Siemens to furnish and install one PTZ camera on newly installed pole. Final pole placement can be determined at post award site walk. Field of view will be the open area to the north of PWD treatment facility. *Note: it has been determined the best location for the new pole is the northeast corner GAG Gallery Area (near railing).*
13. Siemens proposal includes the cost of a 20' Foot pole. Siemens will furnish and plant pole on the concrete in area designated during our recent site walk.
14. PWD will assist with the installation of the pole.
15. Siemens will furnish and install camera mount, conduit and wire required to complete the install on the pole.
16. Coring through the concrete will be provided by others or PWD if the identified pathway that was discovered during our recent site walk is unusable..

17. Siemens pricing assumes there is network connectivity inside the GAG facility and will run cat6 cable from camera back to the designated switch location.
18. Siemens assumes there is a PoE port available within the facility to connect the camera to.
19. Siemens will test/focus/configure camera on the newly installed Milestone Video Management System.

Cameras 2 and 3 – Large Chemical structure:

20. Siemens to furnish and install two fixed cameras on the corner of the large building. One fixed camera will face west providing view of traffic going east and west and the general area. The other camera will face south and provide a view of traffic going north and south and the general area.
21. Siemens will furnish and install the appropriate camera mounting hardware.
22. Due to the harsh nature of the indoor environment within this building Siemens will furnish and install the necessary PVC conduit and cabling to connect the cameras to the appropriate switch location.
23. Siemens assumes there is an existing switch with the facility to support the two cameras.
24. Siemens will test/focus/configure cameras on the newly installed Milestone Video Management System.

Camera 4 – Tank/Tower (Headworks) structure:

25. Siemens to furnish and install one PTZ camera at the top of this structure.
26. Siemens will furnish the appropriate mounting brackets and conduit to properly install the camera to provide the best field of view.
27. Siemens will utilize the existing cable path from the non-functioning camera to trace pathway from top of tank to the nearest switch port.
28. Siemens assumes there is network connectivity from the designated switch location back to the main building.
29. Siemens assumes there is a PoE port available within the facility to connect the camera to.
30. Siemens will test/focus/configure camera on the newly installed Milestone Video Management System.

Cameras 5 and 6 – Small Structure to the south:

31. Siemens to furnish and install two fixed cameras on the corner of the small structure. One fixed camera will view the area designated as the chemical loading/unloading to the southeast and the other will view chemical unloading/loading to the southwest. *Note: After the recent meeting and onsite job walk to review security concerns there is a possibility that camera #6 looking to the southwest may be relocated to another location.*
32. Siemens will furnish and install the appropriate camera mounting hardware.
33. Due to the harsh nature of the indoor environment within this building Siemens will furnish and install the necessary PVC conduit and cabling to connect the cameras to the appropriate switch location.
34. Siemens assumes there is an existing switch with the facility to support the two cameras.
35. Siemens will test/focus/configure cameras on the newly installed Milestone Video Management System.

Cameras 7 and 8 – Main Building South side:

36. Siemens to furnish and install two fixed cameras on the south side of the main building. Together both cameras will provide a view of the key areas of concern on the back side of the facility.
37. Siemens will furnish and install the appropriate camera mounting hardware.
38. Due to the harsh nature of the indoor environment within this building Siemens will furnish and install the necessary PVC conduit and cabling to connect the cameras to the appropriate switch location.
39. Siemens assumes there is an existing switch with the facility to support the two cameras.
40. Siemens will test/focus/configure cameras on the newly installed Milestone Video Management System.

Camera 9 – Control Station Rooftop – BLD Filter Gallery: *(Revised – Added during job walk on 9/22/16)*

41. Siemens to furnish and install one PTZ camera on the rooftop of the outdoor control booth that overlooks the filter Gallery. PTZ camera will provide the best field of view of the parking lot and the gallery beds below.
42. Siemens will furnish and install the appropriate camera mounting hardware on roof top to mount and place the camera in the appropriate location.
43. Siemens will furnish and install the appropriate cabling to connect the newly installed camera back to the nearest IP PoE switch port.
44. Siemens pricing assumes the designated SCADA conduit currently running from roof top area to some location can be utilized to install the necessary cabling.
45. Siemens will test/focus/configure camera on the newly installed Milestone Video Management System.

Camera 10 – Main Building East Side: *(Revised – Added during job walk on 1/12/17)*

46. Siemens to furnish and install one (1) 180 degree fixed camera to be installed in designated area. Camera was added as this area is an area of concern and the existing cameras cannot provide a view of this area.
47. Siemens will furnish and install the appropriate camera mounting hardware and place the camera in the appropriate location.
48. Siemens will furnish and install the appropriate cabling to connect the newly installed camera back to the nearest IP PoE switch port.
49. Siemens pricing assumes the designated SCADA conduit currently running from roof top area to some location can be utilized to install the necessary cabling.
50. Siemens will test/focus/configure camera on the newly installed Milestone Video Management System.

Burglar Panels:

Chem 2 structure:

51. Siemens to furnish and install contacts on four sets of doors, three of which are double doors within the GAG facility.
52. Siemens will utilize the appropriate conduit/PVC to connect the door contacts to the newly installed burg panel.
53. Siemens assumes the existing wire from burg panel to main building (phone lines is in good working condition).
54. Siemens to furnish and install new Bosch burg panel in the designated location.

GAG structure:

55. Siemens to furnish and install one door contact.
56. Siemens will utilize the appropriate conduit/PVC to connect the door contacts to the newly installed burg panel.
57. Siemens assumes the existing wire from burg panel to main building (phone lines is in good working condition).

Filter Gallery structure:

58. Siemens to furnish and install contacts on two doors.
59. Siemens will utilize the appropriate conduit/PVC to connect the door contacts to the newly installed burg panel.
60. Siemens assumes the existing wire from burg panel to main building (phone lines is in good working condition).
61. Siemens to furnish and install new Bosch burg panel in the designated location.

Main Building:

- 62. Siemens to furnish and install contacts on five doors within the main facility.
- 63. Siemens will utilize the appropriate conduit/PVC to connect the door contacts to the newly installed burg panel.
- 64. Siemens assumes the existing wire from burg panel to main building (phone lines is in good working condition).
- 65. Siemens to furnish and install new Bosch burg panel in the server/IDF room. Siemens will install arming/disarming stations at two locations within the facility.

Large CHEM Building: (Revised – Added during job walk on 9/22/16)

- 66. Siemens to furnish and install contacts on eleven (11) doors around the building, this includes three double doors and one roll up door.
- 67. Siemens will utilize the appropriate conduit/PVC to connect the door contacts to the newly installed burg panel.
- 68. Siemens assumes the existing wire from burg panel to main building (phone lines are in good working condition).
- 69. Siemens to furnish and install new Bosch burg panel in the server/IDF room. Siemens will install arming/disarming stations at three locations throughout the facility.

Headworks Building: (Revised – Added during job walk on 9/22/16)

- 70. Siemens to furnish and install contacts at two doors, one single door down stairs and one large set of double doors that face the road.
- 71. Siemens will run the appropriate wire to connect door contacts to the designated burg panel.
- 72. Siemens assumes the existing wire from burg panel to main building (phone lines are in good working condition).

Two Small Buildings to South of the facility: (Revised – Added during job walk on 9/22/16)

- 73. Siemens to furnish and install contacts across three sets of doors, building to the southwest will receive two sets of door contacts while the door to the southeast will get one set of door contacts.
- 74. Siemens will run the appropriate wire to connect door contacts to the designated burg panel.
- 75. Siemens assumes the existing wire from burg panel to main building (phone lines are in good working condition).

Head End Equipment (Main Building Server Room/MDF)

- 76. Siemens to provide and install an iStar panel that will support up to eight doors. For the purpose of this project doors 1 through 6 will terminate to this panel.
- 77. Siemens will terminate cables from the various reader module sub panels to the main iStar panel.
- 78. Siemens to provide the necessary power supplies to support the new reader modules.
- 79. Siemens to test and configure each reader on the existing CCURE9000 system. Siemens assumes it will have remote access to the main CCURE9000 platform located at PWD main location.
- 80. Siemens will verify that each device functions as planned prior to project being deemed complete.
- 81. Siemens to furnish and install a Milestone Husky Video Server to provide local recording for the eight newly installed cameras.
- 82. Siemens to furnish and install one video monitoring workstation and one 40" inch monitor in the control room.
- 83. PWD to provide all network switch equipment and network configuration.

Video Monitors – Command Center (Added 11/02/2016)

- 84. Siemens to provide and install two 42" commercial grade video grade monitors in the designated location. Per direction from PWD these monitors will be wall mounted.*
- 85. Siemens to furnish and install a new HP workstation that will drive the two newly installed monitors.*
- 86. Siemens will furnish and install two display port cables that will connect the workstation to each of the monitors. Siemens assumes this distance will be less than 25 feet.*
- 87. Siemens has also provided two 25 foot power cables, one for each of the monitors.*
- 88. Siemens assumes power 110v power outlets will be provided by others.*
- 89. Siemens will configure workstation to support Milestone VMS application.*

Gate Readers and Aiphone Cameras: (North Gate already included in Siemens pricing, South Gate added as of job walk on (1/11/17))

- 90. Siemens to furnish and install two new stanchions, one at the north (main entrance) and one at the south gate.
- 91. Siemens to furnish and install a card reader at each location on the stanchion.
- 92. Siemens to furnish an Aiphone device at each gate, similar to the ones installed at PWD headquarters. At both gates when the button is pushed a window will pop up and allow staff to see who is at the gate.
- 93. **North Gate:** Siemens with the assistance of PWD will run the appropriate cable (power and data) from the gate back to the designated location which will allow the devices to be connected to the appropriate system.
- 94. **South Gate:** Trenching will be required at this location. Siemens pricing assumes trenching and conduit will be provided by PWD. Trench from new stanchion to area next to gate motor will be required.
- 95. Siemens will furnish and install a 2" pole which will be mounted near gate motor on uni-struts.
- 96. On the newly installed pole Siemens will install an Aerohive radio device which will provide connectivity back from the reader and Aiphone back to the main office building.
- 97. On the main office building Siemens will install an Aerohive unit to receive the signal from the device near the south gate.
- 98. Siemens will connect the Aerohive radio to the designated power source.
- 99. Siemens will run a cat5e cable from the Aerohive radio unit to the designated switch port within the main office building.
- 100. Siemens will verify that all devices at both gates are functioning prior to calling the project complete.

Clarifications and Exclusions:

- Siemens pricing assumes this is a prevailing wage project.
- Siemens assumes any underground conduit required for this project will be provided and installed by PWD.
- Siemens pricing assumes execution of work will be performed during normal business hours. All afterhours services and labor will be at additional cost.
- All permits and submittals to city, or local AHJ, are by others and excluded from this scope of work.
- One Year Warranty on Parts provided by Siemens.
- *Engineering Drawings are excluded from our proposal.*
- Siemens assumes there is adequate space within the server room/MDF to support additional equipment required to complete project.
- Dedicated 110v power shall be provided by others and is excluded from Siemens Scope of Work.
- Siemens Industry, Inc. Terms and Conditions apply.
- Siemens requires signed agreement or acceptable client Purchase Order, prior to all work commencement, including parts acquisition or project mobilization.
- All equipment not itemized on detailed bill of materials will be at additional cost.
- Proposal is valid through February 28, 2017.
- Milestone / Progressive Billing is a requirement for this project.
- Siemens will require a 15% mobilization fee to be paid at time of invoice. Siemens project management team will provide a schedule of values throughout the project.

Budgetary Project Investment:

PWD Water Treatment Facility – Security Enhancements:\$ 187,453.00

Pricing includes applicable Taxes, Labor and Materials

PWD Water Treatment Facility – Add Two 42" Monitors:\$ 5,747.00

Pricing includes applicable Taxes, Labor and Materials

PWD Water Treatment Facility – Add Electrified Door Hardware:\$ 22,487.00

Pricing includes applicable Taxes, Labor and Materials (7 doors)

PWD Water Treatment Facility – Revised Total (12/13/2016):\$215,687.00

Pricing includes applicable Taxes, Labor and Materials

PWD Water Treatment Facility – Revised Total (1/16/2017):\$225,674.00

Added one (1) 180 degree camera and added components required to complete south gate.

Pricing includes applicable Taxes, Labor and Materials

Respectfully:

Doug Hicks, January 16, 2017

Doug Hicks

SIEMENS Industry, Inc.

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: February 2, 2017 **February 8, 2017**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Amanda Thompson, Water Quality/Regulatory Affairs Supervisor
VIA: Mr. Dennis D. LaMoreaux, General Manager
Mr. Matthew Knudson, Assistant General Manager
Mr. Mynor Masaya, Operations Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION
ON THE APPROVAL OF THE PURCHASE OF A NEW LABORATORY
INFORMATION MANAGEMENT SYSTEM***

Recommendation:

Staff recommends the Board approve the purchase of a hosted services contract for a new Laboratory Information Management System (LIMS) at an estimated cost of \$40,600.

Alternative Options:

Alternatives to a hosted services contract is to purchase the LIMS software, which will increase the need for additional servers and network management. Another alternative is to continue utilizing our current data management software, however, the data management software is utilized more as a data record, which lacks the capability for integrated laboratory management.

Impact of Taking No Action:

Our current data management software is not effective at tracking the sample collection, sample analysis and sample result process. It is also not effective at verifying that standards meet quality assurance and quality control requirements, therefore, lab staff enters data into Excel for reporting purposes and then into the data management software for record keeping purposes. This process is time consuming and has a greater potential for entry errors to occur.

Background:

LIMS are software-based information systems that allow labs to track and share data within their environment. There are many advantages that the incorporation of a LIMS has over a more manual, traditional laboratory. A LIMS will allow for greater project management, sample control, laboratory analysis, quality assurance and reporting capabilities. As the District's laboratory expands (i.e. recycled water, addition of analytical methods, special sampling), project management is increasingly more crucial as is the ability to demonstrate the reliability and accuracy of analytical activities.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Dennis D. LaMoreaux, General Manager
Mr. Matthew Knudson, Assistant General Manager
Mr. Mynor Masaya, Operations Manager

February 2, 2017

Strategic Plan Initiative:

This work is part of Strategic Initiative No. 3 – Systems Efficiency by implementing a new technology, Laboratory Information Management System (LIMS), to improve laboratory practices.

Budget:

The cost associated with the purchase and implementation of a new LIMS is included in the funding with Holman Capital recently approved by the Board. This item was also included as an anticipated expenditure in the approved 2017 Operating Budget.

Supporting Documents:

- Quote and contract from Promium

SUBSCRIPTION

Element LIMS®

Laboratory Information Management

Prepared for:

Palmdale Water District

Amanda Thompson

Prepared by:

Rick Persichitte

July 14, 2016

Promium, LLC

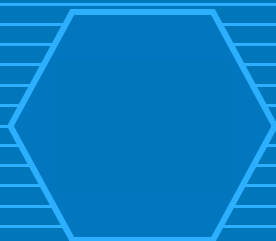
3350 Monte Villa Parkway, #220

Bothell, WA 98021-8963

1.877.PROMIUM

www.promium.com

PROMIUM



HOSTED SERVICES CONTRACT

PR ^o MIUM		QUOTATION			
Proposal for:		Effective: 14-Jul-16			
Palmdale Water District		Prepared by:		Currency	
Amanda Thompson		Rick Persichitte		USD	
Element LIMS [®]					
SOFTWARE AND MAINTENANCE	License: Subscription	Qty	Price	Total (\$US)	Subscription
BASE SOFTWARE					Annual
Configuration: Standard					
Application Components		Concurrent Users	3	\$ 1,490	\$ 4,470
- Project Management					Included
- Sample Control					Included
- Laboratory Analysis (including DataTool)					Included
- Quality Assurance					Included
- Reporting (Basic reports)					Included
MAINTENANCE					
Maintenance					Included
IMPLEMENTATION SERVICES		Qty	Price	Total	
IMPLEMENTATION & TRAINING					
Standard					
3-5 on-site visits for setup and training, and several days of off-site work.				\$ 39,100	
Implementation Subtotal				\$ 39,100	
REPORTS AND EDDs					
CA Write-On - (still need to verify)		1	\$ 1,500	\$ 1,500	
XWriteOn.Zip contains the current California State Write-On libraries					
Reports and EDDs				\$ 1,500	
TOTAL DUE				\$ 40,600	\$ 4,470

Quotation Terms & Conditions

This pricing in this proposal remain effective for: 90 days from date quoted.

Element subscription includes maintenance fees, database hosting and backup (ClientConnect hosting separate).

*Includes reporting functionality only. Sample submission capability billed separately.

**Estimates of customization are subject to further analysis of requirements and may change.

Note: A 3% processing fee may be applied to credit card transactions for Element LIMS.

IMPORTANT NOTICE: Even if we do not collect sales tax from you, you may owe sales tax on your purchase. Unless you live in AK, DE, MT, NH, or OR, your state most likely requires purchasers to report and pay tax on all purchases that are not taxed at the time of sale.

The tax may be reported and paid on your individual income tax return or by filing a consumer use tax return. PROMIUM COLLECTS SALES TAX in WA, AZ, CA, FL, HI, IL, MD, MI, NM, MO, NJ, NY, PA, RI, TN, TX, WI. FOR TAX-EXEMPT CUSTOMERS PROMIUM DOES NOT COLLECT SALES TAX if we have your exemption certificate on file.

OPTIONAL PRODUCTS AND SERVICES

EnviroChain EA - Online Chain of Custody Service	Qty	Price	Total
Advantage Plan CoCs	1,500	\$ 1.29	\$ 1,935
(Billed separately from Element LIMS via credit card)			

Confidential - For internal use only by:

Palmdale Water District

Rev: AML051316

Promium, LLC

1.877.PROMIUM

Order

Legal Name of Purchasing Organization:			
Mailing Address		Billing Address (if different)	
Street:		Street:	
City:		City:	
State/Province:		State/Province:	
Postal Code:		Postal Code:	
Country:		Country:	
County:		County:	
Contact:		Billing Contact:	
Title:		Title:	
Phone:		Phone:	
Email:		Email:	
Fax:		Fax:	
PO #:		GSA Contract #:	

Additional Contacts			
Implementation Contact:		Maintenance Contact:	
Title:		Title:	
Phone:		Phone:	
Email:		Email:	
Fax:		Fax:	

CUSTOMER AGREES TO THE ONLINE SUBSCRIPTION TO PROMIUM SOFTWARE AS DESCRIBED IN THIS ORDER FORM AND THE ATTACHED PROMIUM QUOTATION. THIS ORDER IS SUBJECT TO PROMIUM'S HOSTED SOFTWARE SERVICE AGREEMENT, A COPY OF WHICH HAS BEEN PROVIDED TO CUSTOMER WITH THIS ORDER FORM. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF SUCH DOCUMENTS, AND AGREES TO BE BOUND BY ALL OF THEIR TERMS & CONDITIONS. THE PERSON SIGNING BELOW WARRANTS THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF CUSTOMER.

_____ Organization Name	Promium, L.L.C _____ Organization Name
_____ Authorized Agent Name (print)	_____ Authorized Agent Name (print)
_____ Title	_____ Title
_____ Signature	_____ Signature
_____ Date	_____ Date

Hosted Software Service Agreement

This Hosted Software Service Agreement ("Agreement") is a legal agreement between the customer listed on the Promium Order document or online product order form, as applicable ("you" or "Customer") and Promium, L.L.C. ("Promium"). It governs the use of the online, hosted service versions of Element LIMS (formerly Element DataSystem) computer software, and any related documentation or downloadable applications provided to you by Promium (collectively, the "Software"). The term "Software" shall also include any printed documentation that may be provided to you.

By entering an order for a subscription to one or more of the Software products or using any part of them, you agree to be bound by the terms of this Agreement.

PROMIUM IS WILLING TO GRANT YOU A RIGHT TO USE ITS SOFTWARE ONLY IF YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. If you do not agree to these terms, do not use the Software.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the entity to this Agreement; and (ii) you agree, on behalf of the party that you represent, to be bound by this Agreement. If you do not have such legal authority to bind your employer or the applicable entity, please contact Promium and do not access, download (as applicable), or use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. USE OF SOFTWARE.

a. Unless otherwise specified in writing by Promium, you may access and use the hosted version of the Software on an unlimited number of computers; provided however, that they may be used by a single business or government entity only.

b. For the Element LIMS product, the number of concurrent users of the Software shall be limited as described in your Promium Quotation form. Laboratory facilities sharing a single Element LIMS Production Database may share a single license, as long as all such facilities are both owned and operated by a single business or government entity.

c. The Software may not be loaned or shared with any other business or government entity, including any affiliated companies, either by sharing log-in credentials or otherwise. Any such entity would need to purchase its own subscription to use the Software.

d. If you enable the Element ClientConnect functionality, you may allow your laboratory clients to access appropriate data and reports via the Internet reporting features of the Software. In addition, if you opt for the EnviroChain EA functionality, you may allow your sample generators to submit chain-of-custody records online or through the downloadable EnviroChain EA app (as available), subject to any applicable terms of use for such usage.

e. You agree that Promium may audit and inspect your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Promium for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

f. To ensure optimal performance and security of the hosted Software, Promium will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific services to be suspended during the maintenance period. Promium schedules maintenance windows outside of generally accepted business hours. As applicable, Promium will use commercially reasonable efforts to notify you in advance of any scheduled maintenance that may adversely affect hosted services. Under certain circumstances Promium may need to perform emergency maintenance, such as security patch installation or hardware replacement.

2. MAINTENANCE AND SUPPORT.

a. Maintenance and support is in effect for the duration of your Software subscription. The maintenance and support covers the current version of the Software product.

b. Unless otherwise communicated, telephone support is available Monday through Friday, 5:00am to 5:00pm Pacific Time, not including holidays recognized by Promium. At other times, a telephone or email message may be left and Promium personnel will respond within one business day. Emergency technical assistance provided outside of normal business hours may incur additional charges. Online documentation and other support materials may be available at www.promium.com/support or accessible directly through the product. Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

c. Each customer requiring support must designate a primary contact person to manage technical support requests. Support requests should be directed to:

Promium Customer Support (Help Desk)

425.286.9200 phone or toll free at 877-Promium (776-6486)

425.286.9201 fax

support@promium.com

d. Promium may offer certain features, functions, reports, and other input or output which are not considered part of core software or services offered by Promium. These items are considered custom work. Deliverables including but not limited to, custom programming, custom reports, proprietary electronic deliverable programs, other special program functions on behalf of the user, and other custom services, outside the original purchase agreement, may incur additional charges as quoted by Promium.

e. For each new Element LIMS subscription only, up to eight hours of development resources will be provided to Contract Laboratory Program (CLP) labs for specialized support as part of standard maintenance coverage but additional charges will be incurred for work in excess of the eight hours.

f. Promium reserves the right to charge for support or programming services that are unrelated to the direct operation of its software products. This includes conflicts that may cause software failure due to firmware or device drivers or micro code problems introduced by the manufacturer or other parties. This also includes other software programs that may interfere with its software products.

3. PAYMENT

a. Subscription payments as described in the associated Quotation shall be paid in advance.

b. Fees for implementation and training are invoiced in five increments after payment for software has been received, unless otherwise defined in the proposal. Payment is due net thirty days. Delay in payments could result in discontinuation of services.

Invoice #1: 25%	Invoice #2: 25%	Invoice #3: 25%	Invoice #4: 15%	Invoice #5: Balance
To be invoiced after software has been installed on the designated server.	Invoiced thirty days after Invoice #1.	Invoiced thirty days after Invoice #2.	Invoiced thirty days after Invoice #3.	Invoiced thirty days after Invoice #4.

c. Fees for custom development, custom Electronic Data Deliverable (EDD) generation, custom report creation, and other non-standard services are invoiced weekly. Payment is due net 30 days on all invoices.

d. Services for customers whose account includes invoices 30 days past due may be suspended until written payment arrangements have been made and accepted by Promium. Payments not made on or before the payment deadline shall be subject to a one-and-one-half percent (1½%) per month interest charge. In the event that Customer fails to make timely payment under this Agreement, Promium reserves the right to terminate this Agreement by providing Customer written notice of its election to do so.

e. If you enable the EnviroChain EA functionality, you will be charged a fee, generally per-unit (unless otherwise agreed), for each chain-of-custody record submitted to you. This is in addition to your general Element LIMS subscription fee as described above. All such chain-of-custody fees shall be paid by credit card. The billing functionality of the EnviroChain system will provide the subscriber contact person with a weekly invoice detailing the units used in the preceding month and charges for them. These invoices can be accessed through your account. For accounts that are not on a prepaid subscription, charges are billed to the credit card on file approximately seven days after the invoices are issued.

f. Promium may revise subscription fees and per-unit charges from time to time upon notice to Customer. For subscriptions, such revisions shall be effective upon the renewal date of Customer's subscription.

5. OWNERSHIP.

a. Title. Use of the Software is licensed to you for use via the internet only under the terms of this Agreement. Except as expressly licensed to you herein, Promium reserves the right, title and interest in the Software and all associated copyrights, trademarks, and other intellectual property rights therein. Promium retains all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Promium or any third party. You shall own all right, title and interest to the information contained in any database created by you for use with the Software. You shall not, however, own any right, title or interest to the schema, structure or design of any databases developed for use with the Software by Promium and may not disclose such schemas, structures or designs to a third party without the expressed written consent of Promium.

b. Confidentiality. You acknowledge that the Software contains confidential, proprietary information and trade secrets of Promium. You agree, and shall take all appropriate steps, to ensure that the Software, or any portion thereof, is not disclosed or made available by you or anyone in your organization to any other unauthorized person, firm or organization without the prior written consent of Promium. You agree to properly restrict any persons permitted access to the Software so as to enable you to satisfy your obligations under this Agreement.

c. Ownership and Retrieval of Data. All data created by you and residing in your database and records in the Software is fully owned by you. During the term of your subscription and for at least 30 days afterwards, a download of your data can be provided by Promium if requested. Additional fees may apply. After that time, your data will be deleted according to Promium's data purge policy.

d. Storage Size of Data. Promium imposes a maximum storage limitation for each of its products per its then-current storage policy, and it reserves the right to collect additional fees for or decline to accept excessive storage beyond the storage limitations.

6. OTHER RIGHTS AND LIMITATIONS.

a. Restrictions on Use. You agree to use the Software only for your own business or organization. You shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software unless otherwise specifically agreed in writing by Promium, (ii) use the Software to process or permit to be processed the data of any other party, including any of your affiliates or related companies, (iii) use the Software in the operation of an ASP service, service bureau or similar services, or (iv) allow access to the Software through any computers located outside of your main facility or your designated remote facilities (this does not preclude laboratory clients from accessing appropriate data and reports and submitted chain-of-custody data via the EnviroChain EA and Element ClientConnect features of the Software as discussed above).

b. Limitations on Downloading, Copying, Reverse Engineering, and Similar Activities. You may not download, copy, reverse engineer, decompile, or disassemble the Software. For purposes of this Agreement, "reverse engineering" shall mean the examination or analysis of the Software or Proprietary Information to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices, and "Proprietary Information"

shall mean all data, material, text, software, scripts, processes, graphics, other information or materials or portions thereof that are built into the Software.

c. Unauthorized Use. You may not distribute, rent, lease or sublicense the Software.

d. Non-Competition. In no event may you use the Software or Proprietary Information to provide services similar to the Software in competition with Promium. In order to protect Promium's confidential information and trade secrets, you may not develop, provide, sell, rent, or resell any product or service which competes with the Software, or create or implement any such product or service for the purpose of competing with the Software provided hereunder while this Agreement is in effect and for a period of one (1) year following termination of this Agreement.

7. RESPONSIBILITY FOR USE.

a. Responsibility for Use. You assume sole responsibility for the use of the Software and for any results obtained by you from the Software. You shall be solely responsible for necessary audit and verification of the sufficiency and accuracy of all reports, documents and other information prepared using the Software. You shall also be solely responsible for the nature and content of all data, information, materials or any other content submitted by you or your users through the Software.

b. Responsibility for Content -- You acknowledge and agree that: (i) Promium does not screen content from the sample generator users or any other content entered or imported into the Promium software, and it does not guarantee or warrant the accuracy, integrity, or quality of any such content; (ii) you will evaluate and bear all risks associated with the use by you or third parties of any such content, including any reliance on the accuracy, completeness, or usefulness of any chain-of-custody information or any other information or data; and (iii) Promium shall not be liable in any way for any such content, including, but not limited to, any errors or omissions in it, or for any loss or damages of any kind incurred as a result of the use of any such content by you or any third party. You acknowledge and agree that nothing in this Agreement or related to your use of the Software shall make Promium a party to any chain-of-custody document or similar.

c. Compliance with Laws -- All Products. You agree not to use the Software to violate any applicable local, state, national or international law or regulation. Although Promium does not actively monitor use of or data uploaded into the Software by its clients or their users, Promium reserves the right to suspend any use of the Software or any part thereof, or to remove or disable any content, which it reasonably believes violates this Agreement or any applicable law or regulation.

d. Indemnification -- All Products. Customer shall indemnify and defend Promium and hold it harmless from and against any loss, damage, or expense, including reasonable attorney's fees, arising out of: (i) claims by third parties relating to analytical results, reports or other output provided to third parties by Customer from Customer's use of the Software (unless such claim is due to Promium's willful misconduct); (ii) unauthorized use of the Software by Customer as described in Sections 1 (Use of Software) and 6 (Other Rights and Limitations); (iii) any data, information or other content processed through the Software by Customer or Customer's sample generators or other users; or (iv) the failure of Customer to meet any of its obligations as described in this Agreement.

8. LIMITED SOFTWARE PRODUCT WARRANTY.

Promium warrants, for a period of ninety (90) days after access is first provided to you, that the Software will operate in conformance with the documentation supplied with the Software. Promium's sole obligation under this warranty is to, at Promium's sole option, correct or replace the Software so that it will perform as above warranted or refund a prorated portion of the related service fee. This warranty is void if any unauthorized modifications are made to the Software or if the Software is not used in compliance with its documentation.

9. DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES AND LIABILITY.

a. THE LIMITED WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, THE SOFTWARE AND ANY ASSOCIATED SERVICES ARE PROVIDED "AS IS," AND PROMIUM MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND. PROMIUM HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, THAT MAY ARISE EITHER BY THE PARTIES' AGREEMENTS OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROMIUM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES THAT (A) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (C) ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED. This disclaimer shall not apply to the extent that it is prohibited by applicable law.

b. Promium will not be liable for any loss or damage caused by delay in furnishing the Software or any other performance under this Agreement.

c. Promium's entire liability and your exclusive remedies for liability of any kind (including liability for negligence) related to the Software covered by this Agreement and all other performance or nonperformance by Promium under or related to this Agreement are limited to the remedies specified by this Agreement. REGARDLESS OF WHETHER ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, THE LIABILITY OF PROMIUM SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE SERVICE FEES PAID TO PROMIUM FOR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL PROMIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING PUNITIVE DAMAGES AND LOST PROFITS, RELATED TO THE SOFTWARE OR ANY ASSOCIATED SERVICES THAT PROMIUM MAY PROVIDE, EVEN IF PROMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Some states or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for consequential or incidental damages, so the above exclusion may not apply to you. In such situations, Promium's liability shall be limited to the extent permitted by law. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

10. U.S. GOVERNMENT END-USERS.

For U.S. government end-users, Promium's Software and its documentation constitute a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. §227.7202. All U.S. government end-users acquire the Software with only those rights set forth herein, consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable. Manufacturer/contractor is Promium, L.L.C., 3350 Monte Villa Parkway, Suite 220, Bothell, Washington 98021.

11. TERMINATION.

a. This Agreement shall continue for the period of your Software subscription, unless terminated earlier as provided in this Agreement. Promium reserves the right to update or change it from time to time, effective upon the renewal of your subscription. If a revised version of this Agreement is sent with a renewal notice, continued use of the Software into the renewal period shall constitute your acceptance of such revised Agreement.

b. Without prejudice to any other rights, Promium may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement, including failing to make payments as due, by giving you written notice of such termination. After any termination of this Agreement, you must cease all use of the Software and immediately return any copies of the Software in your possession or under your control to Promium.

12. MISCELLANEOUS

a. In any suit, proceeding or action to enforce this Agreement, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal. This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflict of laws principles. The jurisdiction and venue for any suit or action between the parties shall be the state and federal courts of King County, Washington.

b. Failure to enforce any rights granted herein shall not be deemed a waiver as to subsequent enforcement of such rights. If any part of this Agreement is found void and/or unenforceable, it shall be modified in such manner as to be valid and enforceable but so as to most nearly retain the intent of the parties; and if such modification is not possible, it shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the balance of the Agreement. If any material limitation or restriction on the grant of any license or restrictions on use of the Software under such license by Customer under this Agreement is found to be void or unenforceable, such license shall immediately terminate.

c. This Agreement is not assignable by Customer and the licenses granted hereunder may not be sublicensed, assigned or transferred by Customer in any manner without the prior written consent of Promium. Any such attempted sublicense, assignment or transfer shall be void.

d. This Agreement, together with any accompanying Price quotation and Order, constitute the entire understanding and agreement of the parties with respect to its subject matter. Any and all prior agreements, understandings or representations with respect to its subject matter are merged herein. The terms and conditions of this Agreement prevail over the terms and conditions of any other order (such as a purchase order) submitted by Customer for the Software. This Agreement may be amended only by written instrument signed by both parties subsequent to the date hereof. Any terms of this Agreement which by their nature extend beyond the Agreement termination or expiration shall remain in effect until fulfilled. These include Sections 5, 6, 7, 9 and 12.

e. Should you have any questions concerning this Agreement or its associated documents, or if you desire to contact Promium for any reason, please contact:

Promium, L.L.C.
3350 Monte Villa Parkway, Suite 220
Bothell, Washington 98021
425.286-9200 Phone
425-286-9201 Fax

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: February 1, 2017 **February 8, 2017**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION
ON FORMAT FOR CERTIFICATES OF APPRECIATION UNDER
ARTICLE 4.10 AND APPENDIX EE, EXHIBIT 2 OF THE DISTRICT’S
RULES AND REGULATIONS.***

Attached is Article 4.10 and Appendix EE, Exhibit 2, of the District’s Rules and Regulations for your discussion on this item.

Supporting Documents:

- Article 4.10
- Appendix EE, Exhibit 2

displayed in connection with that presentation/speech. A Director may distribute his/her business card in which he/she is identified as a Director of the District and may allow for the publication of his/her business card in any material published, distributed, or displayed in connection with that presentation/speech, so long as:

A. The business card is published by itself and without any revisions or additional content; or

B. In the event the business card is published with any additional content, then the publication shall also include a disclosure statement providing that:

“the Director sponsors/supports the [event/group/association] as an individual, and not on behalf of the Palmdale Water District or its Board.”

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act “on behalf” of the District or its Board shall be deemed to in compliance with this Section.

4.09: PUBLIC STATEMENTS ON BEHALF OF THE DISTRICT

The District is not represented by any one individual Director and is instead represented by action of the Board (through a 3/5 majority). Therefore, public statements can only be made on behalf of the District as authorized by the Board. The Board designates the President, General Manager, and Public Information Officers as the persons authorized to make public statements on behalf of the District. Any other public statements shall not be attributable to the District or the Board.

4.10: PRESENTATION OF AWARDS AND RECOGNITIONS

(a) The District recognizes the importance of interaction with the community it serves and encourages opportunities for recognition of individuals,

organizations, businesses, agencies or associations who share in the mission and strategic vision of the District to provide water within its service area. Accordingly, the Board authorizes and encourages its individual Directors, subject to the approval by the Outreach Committee, to recognize such efforts that are consistent with the Irrigation District Law, under which the District is formed, to “furnish sufficient water in the District for any beneficial use.” (Water Code 22075.)

(b) The awards and recognitions authorized herein shall be in the form of a Certificate of Appreciation or Certificate of Recognition, collectively attached hereto in Appendix EE, Exhibit 2, recognizing the recipient’s efforts in water conservation and efficiency, water resource management, water education, interagency cooperation, and other areas that relate to the District’s purpose.

(c) The awards and recognitions authorized herein shall not be given in connection with any personal matters, political campaigns of the Director or others, or any legislative matters.

4.11: USE OF DISTRICT PROPERTY AND EQUIPMENT

A Director can be assigned selected District equipment for use on District business. A Director shall not use or permit the use of District equipment, telephones, materials or property for personal gain or profit, including for use in connection with any campaign or election. Each Director must protect and properly use any District asset within his or her own control, including information recorded on paper or in electronic form. A Director shall not request a District employee to perform services for their personal gain or profit, including in connection with any campaign or election. Requests for assistance in connection with the official business of the District are not considered requests made for a Director’s personal gain or profit.

Certificate of Recognition



This Honor Is Bestowed Upon

In Recognition For Outstanding Achievement And Excellence in

And Is Awarded This Certificate By the Board of Directors of the

Palmdale Water District

this _____ day of _____, _____

A verbal report on this item will be provided at the Board meeting.



**Telepace Studio
Ladder Logic Training Class**
March 14-16, 2017
Mill Valley, California



20 Contact Hours

Sage Designs is hosting this 3-day course for programming SCADAPack Controllers with Telepace Studio Ladder Logic software. You must own a licensed copy of the software to take this course.

Day 1	8:00-4:00 PM	SCADAPack controller operation, Series 5000 I/O, Telepace Studio introduction.
Day 2	8:00-4:00 PM	TelePACE Studio advanced programming techniques and advanced functions.
Day 3	8:00-2:00 PM	Controller communications, Modbus Master/Slave protocol, Diagnostics, Modems

Instructor: Tony Sannella, Sage Designs, a Factory-certified Instructor.

Location: Holiday Inn Express Mill Valley, 160 Shoreline Hwy., Mill Valley, CA 94941, [Directions to Holiday Inn Mill Valley](#) (7 miles north of San Francisco). Those requiring overnight accommodations wishing to stay at the Holiday Inn Express: call 1-800-HOLIDAY (1-888-465-4329) & request the Sage Designs event rate (16% off Best Flex Rate/Sage Designs Corp ID 100307396), or [Book online at Holiday Inn Express Mill Valley](#).

Who should attend? Individuals interested in participating in a highly technical, in-depth course on the Schneider Electric Telepace Studio Ladder Logic programming software & how it applies to SCADAPack controllers. Prior Ladders experience is highly recommended.

What should I bring? It is a requirement of the course to bring a Laptop Computer with Windows XP or above, 250 MB free disk space, 256 MB RAM and .NET 3.5 framework (installs with Studio), mouse with scroll wheel, CD-ROM drive, Working serial, USB or Ethernet port. If you do not have access to a laptop, please ask us to arrange for a loaner.

You must have a licensed copy of Telepace Studio installed and software permissions/passwords to install course software on your PC.

What is provided? Continental breakfast, lunch and coffee, soft drinks and snacks each day.

To Register: Complete the information below and send to Orders@SCADAWise.com.

Name (please print):	Title:
Company:	Phone:
Address:	Fax:
	Email:
City/State/Zip:	Dietary Restrictions:

☐ **Telepace Studio Course ONLY**

\$ 1,650.00 (non-taxable services)

☐ Course Price for Telepace Studio, single-seat license (TBUM327008)

Add \$ **510.00** (+ taxes @ your CALIF sales tax rate)

METHOD OF PAYMENT: **Purchase Order, Prepaid Check, Visa or Mastercard.** Payment should be made to Sage Designs, Inc. *Course fees are due on or before the first day of class. No Shows or Cancellations made less than 12 business days prior to the first day of training will be billed at the full amount and are not refundable. A confirmation notice will be emailed upon acceptance of your registration.*

☐ **Purchase Order Billing:** Include with this registration form a Purchase Order addressed to Sage Designs, Inc. PO should cover total cost of both course and optional software, including applicable sales taxes. Note here the total to be invoiced against PO # _____ is \$ _____.

☐ **Prepaid Check:** After receiving your confirmation message, mail a check addressed to Sage Designs, Inc. along with a copy of this form. Your check must arrive prior to the first day of class. Please include applicable sales taxes, as indicated above. Note here total prepaid check amount: \$ _____.

☐ **Visa or MasterCard Billing:** Provide your card information below. All cards will be charged at the start of class. Total to charge on the below card: \$ _____.

Visa or Master Card Acct #: _____ Expires: _____ CVV: _____
 Cardholder Name (please print): _____ Phone: _____
 Cardholder Authorization Signature: _____ email: _____
 Cardholder Billing Address: _____
 City: _____ State: _____ Zip: _____

Please Note: Class attendance is limited. Your registration is not final until you have received a confirmation e-mail. We recommend calling ahead to confirm your space.

***** Registration Deadline: February 27, 2017 *****

WQI

Distribution Review Classes – 2017

Spring – 2017

Grade I/II • Distribution Review • \$600.00 At the Door • \$500.00 Pre-registration*

Vacaville	March 2, 3	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	March f 9, 10	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Fall – 2017

Grade I/II • Distribution Review • \$600.00 At the Door • \$500.00 Pre-registration*

Vacaville	Aug 31, Sept 1	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	September 11, 12	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Spring – 2017

Grade III/IV/V • Distribution Review • \$800.00 At the Door • \$700.00 Pre-registration*

Vacaville	Feb 27, 28, Mar 1	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	March 6, 7, 8	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Fall – 2017

Grade III/IV/V • Distribution Review • \$800.00 At the Door • \$700.00 Pre-registration*

Vacaville	August 28, 29, 30	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	September 6, 7, 8	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

***Pre-registration deadline is two weeks prior to class.**

Process Review • Over 500 Multiple Choice and True and False Questions • Over 100 Math Problems

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____
Grade: _____
Location: _____
Visa/Master Card #: _____ Exp.Date _____
Cardmember Signature: _____

Make Check payable to: WQI – Mail Registration and Payment to: WQI – PO Box 1599 - Helendale, CA 92342
Phone: (281) 866 - 9414 Fax: (281) 866 - 0252 Web: WaterQualityInc.com

WQI

Water Treatment Review Classes – 2017

Spring – 2017

Grade I/II • Water Treatment Review • \$600.00 At the Door • \$500.00 Pre-registration*

Vacaville	May 4, 5	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	May 11, 12	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Fall – 2017

Grade I/II • Water Treatment Review • \$600.00 At the Door • \$500.00 Pre-registration*

Vacaville	November 2, 3	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	November 9, 10	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Spring – 2017

Grade III/IV/V • Water Treatment • \$800.00 At the Door • \$700.00 Pre-registration*

Vacaville	May 1, 2, 3	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	May 8, 9, 10	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

Fall – 2017

Grade III/IV/V • Water Treatment Review • \$800.00 At the Door • \$700.00 Pre-registration*

Vacaville	Oct 30, 31, Nov 1	8:00AM – 5:00PM	Residence Inn	360 Orange Drive
Mission Viejo	November 6, 7, 8	8:00AM – 5:00PM	Fairfield Inn	26328 Oso Parkway

***Pre-registration deadline is two weeks prior to class.**

Process Review • Over 500 Multiple Choice and True and False Questions • Over 100 Math Problems

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____
Grade: _____
Location: _____
Visa/Master Card #: _____ Exp. Date: _____
Cardmember Signature: _____

Make Check payable to: WQI – Mail Registration and Payment to: WQI – PO Box 1599 - Helendale, CA 92342

Phone: (281) 866 - 9414

Fax: (281) 866 - 0252

Web: WaterQualityInc.com

PWD 2016 STANDING COMMITTEES AND APPOINTMENTS

March 2, 2016

FACILITIES:

DINO (Chair), HENRIQUEZ
(MEETS QUARTERLY OR AS NEEDED BY STAFF)

- 1) District Owned Land and Buildings
- 2) Water Treatment Plant
- 3) Land Sales and Leases
- 4) Rolling Stock, Radios, Control Systems, and Misc. Equipment
- 5) Palmdale Ditch and Littlerock Dam

FINANCE:

HENRIQUEZ (Chair), ALVARADO
(MEETS MONTHLY)

- 1) Water Rates
- 2) Budget, Auditing, and Accounting Procedures
- 3) Investments
- 4) Capital Improvement Fee, Assessment Parity Charge, etc.

PERSONNEL:

MAC LAREN (Chair), DINO
(MEETS QUARTERLY OR AS NEEDED BY STAFF)

- 1) Organizational Structure
- 2) Salary, Benefits and Retirement
- 3) Personnel Policies
- 4) ACWA JPIA

OUTREACH:

ALL DIRECTORS – MONTHLY BOARD REPORT BY PIO McNUTT

**WATER SUPPLY
& RELIABILITY:**

ALL DIRECTORS – MONTHLY BOARD REPORT BY GM LaMOREAUX

PALMDALE WATER DISTRICT DIRECTOR APPOINTMENTS

- | | |
|---|---------------------------------------|
| ▪ Antelope Valley State Water Contractors Association | Alvarado, Mac Laren, Henriquez (Alt.) |
| ▪ Palmdale Recycled Water Authority | Mac Laren, Alvarado, Dino (Alt.) |
| ▪ Plant 42 Environmental Restoration Advisory Board | Mac Laren, Henriquez (Alt.) |
| Staff Appointments | AGM Knudson, GM LaMoreaux (Alt.) |
| ▪ Association of California Water Agencies & JPIA | Henriquez, Dino (Alt.) |

BOARD LIAISONS

The Board President shall act as and/or appoint Liaisons to various functions and organizations to represent PWD.

- | | |
|----------------------------------|-------------------------------|
| ▪ AVEK | Dino |
| ▪ Fin & Feather Club | Henriquez |
| ▪ Watermaster Advisory Committee | AGM Knudson, Mac Laren (Alt.) |

PALMDALE WATER DISTRICT AD HOC COMMITTEES

The Board President shall appoint Ad Hoc Committees from time to time and reconstitute such committees as the need arises.

BOARD OFFICERS

Robert Alvarado, President; Vincent Dino, Vice President; Marco Henriquez, Treasurer; Joe Estes, Secretary; Kathy Mac Laren, Director

(GENERAL MANAGER TO SERVE ON ALL COMMITTEES AT THE REQUEST OF THE CHAIR)

NOTE: THE OUTREACH AND WATER SUPPLY & RELIABILITY COMMITTEES WERE DISBANDED IN 2016.

AD HOC BOARD COMMITTEE MEETINGS SINCE DECEMBER 2013:

- Ad Hoc Legal Services Committee (2014)
Director Dizmang, Director Dino
- Ad Hoc Board Norms Committee (2014)
President Mac Laren, Director Dizmang
- Ad Hoc Littlerock Dam Committee (2014)
Director Estes, President Mac Laren
- Ad Hoc Fin & Feather Committee (2014)
Director Dino, Director Alvarado
- Ad Hoc GM Contract Committee (2015)
Director Alvarado, Director Dizmang
- Ad Hoc Best Practices Committee (2015)
Director Estes, Director Alvarado
- Ad Hoc Energy Committee (2015)
Director Dino, President Mac Laren
- Ad Hoc Board Compensation and Expenses Committee (2015)
Director Dino, Director Estes
- Ad Hoc Board Norms Committee (2015)
Director Mac Laren, Director Henriquez
- Ad Hoc Spanish Interpreter Committee (2016)
Director Mac Laren, Director Dino
- AVSWCA Ad Hoc Regional Banking/SWP Exchange Opportunities Committee
Commissioner Weisenberger, Commissioner Hogan, Commissioner Mac Laren
Staff: Matt Knudson, Tom Barnes, Dennis LaMoreaux, Travis Berglund, Dwayne Chisam