

# Memorandum



**Date:** February 4, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution for Award of Energy Performance Contract to Honeywell International Inc. for the Purpose of Implementing Energy Conservation Measures to County-owned Parks, Recreation and Open Spaces Department Facilities

Agenda Item No. 8(H)(3)

## Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the Mayor or Mayor's designee to execute an Energy Performance Contract and Service Agreement between Honeywell International Inc. (HII) and the Parks, Recreation and Open Spaces Department (PROS) in an amount not to exceed \$9,515,583 for the purpose of implementing Energy Conservation Measures (ECMs) at 35 County-owned parks and the ongoing annualized service and maintenance program over a 15 year period. The ECM and the ongoing annualized service and maintenance program cost is "budget neutral" meaning that all costs associated with the financing, measurement and verification of savings and maintenance services will be covered with projected operating and energy cost savings that are guaranteed by HII. In essence, this agreement provides for an efficient system-wide approach to necessary life-cycle replacement of capital equipment that results in lower long term operating and maintenance costs, and is guaranteed to be fully repaid from the savings. In addition, the authorization extends to a third party financing agreement to fund the ECM implementation cost if the terms and conditions are favorable and accepted by the County.

## Scope

The project includes work at 35 parks located throughout the County's park system. The attached Table 1 shows the scope of work for all 35 parks, the type of ECM to be implemented at each park, and the ongoing maintenance services at each park. An ECM is defined as any alteration or equipment purchase that reduces energy or energy related operating costs at a facility. The major ECMs include sports lighting fixture retrofits, building lighting retrofits and controls, walkway and parking lot lighting retrofits, chiller and air conditioning system replacements, building automation and temperature and humidity controls, solar water heating systems, and a composter for Zoo Miami. The ongoing annualized service is for required Measurement and Verification services which provides a data report to the county with regard to the HII's guarantee savings that pay back the program cost. The report will be finalized upon the county's (Internal Services Department (ISD) and PROS) review, analysis and concurrence with the findings of savings. Also included are maintenance services for the new air conditioning system chillers, temperature and humidity controls for these chillers, and the Zoo Miami composter.

To obtain the third party financing, Honeywell solicits quotes from banks to provide the County with the most favorable financing terms and conditions to fund the cost of the ECM implementation project. Honeywell itself will not finance the project, the County will arrange for the financing directly with a bank. This third party financing arrangement will be made through a vehicle called a Municipal Lease and all financing costs will be funded from the operating and energy cost savings that are guaranteed by HII.

The execution of this contract with HII and its effectiveness is subject to the express condition that the Mayor or Mayor’s designee approve an acceptable financing arrangement.

**Delegation of Authority:**

In addition to the authority to execute and implement this contract, which is consistent with those authorities granted under the Code of Miami-Dade County, the Mayor or Mayor’s designee is also authorized to enter into a financial lease arrangement with a third party institution and approve project financing terms, exercise termination provisions, and determine substantial completion of projects.

The Mayor or Mayor’s designee is also authorized to approve modifications to the ECM project scope of work, so long as said changes will not cause forfeiture of this contract’s compliance with § 489.145, Florida Statutes, which governs and regulates the County’s Energy Performance Contracting Program (EPC), or violate the terms of the Third Party Financing Agreement (that finances the implementation of the ECMs in the form of a Municipal Lease), Energy Saving Warranty, or any other applicable clause or schedule of this contract. This latter authority is required in order to provide staff with the flexibility to address material issues, so long as the cost of the ECM project work and Service Agreement is not exceeded, that may not become evident until after construction permits are obtained.

**Fiscal Impact/Funding Source**

This contract is structured to be “budget-neutral.” All cost to the County will be funded from the utility and operating savings guaranteed by HII after they complete the installation of the ECMs. The total cost of this contract is \$9,515,583 and includes:

1. The cost of the ECMs at \$7,979,000 financed over a 15-year period in the form of a Municipal Lease which is a low interest tax free “loan” and paid to HII as the work of the ECMs progress over a 14-month period of construction.
2. The cost of the annualized service and maintenance of \$1,536,583 paid to HII over a 15-year period after the work is completed. This amount is not borrowed and is funded from the utility and operating savings. The ongoing annualized service and maintenance costs consist of required program Measurement and Verification (M&V) services throughout the 15 year period and an optional five years of maintenance services for the new air conditioning system chillers, new temperature and humidity controls for those chillers, and the Zoo Miami composter with two five-year options to renew (excluding the Zoo Miami composter).

This contract allows the County to replace aging and inefficient assets with the utility and operating savings resulting from the replacement of the assets.

Each park listed below benefits from this project and PROS will budget for both the expense savings and the yearly payment, resulting in a budget-neutral transaction:

	Index Code	Park Name	Commission District
1.	PREAME428200	Amelia Earhart Park	13
2.	PREHAU488701	Bill Bird Marina at Haulover Park	4
3.	PREBLP488701	Black Point Marina	8
4.	PRECHA438731	Chapman Field Park	7

5.	PRECHD519200	Charles Deering Estate	8
6.	PRECOD458503	Colonial Drive Park	9
7.	PRECON448504	Continental Park	7
8.	PRECOU478401	Country Club Of Miami	1
9.	PRECRA478302	Crandon Golf Course	7
	PRECRA488701	Crandon Marina	7
10.	PREDEV458510	Devonaire Park	8
11.	PREGOU458607	Goulds Park	9
12.	PREGWE428204	Gwen Cherry Park	2
	PREGWE428011	Gwen Cherry Pool	2
13.	PREHAM458512	Hammocks Community Park	11
14.	PREHAU438731	Haulover Park	4
15.	PREHOM438731	Homestead Bayfront Park	9
16.	PREKEI448515	Kendall Indian Hammocks Park	10
17.	PREKES448438	Kendall Soccer Park	10
18.	PRELPT458613	L&P Thompson Campground	9
19.	PRELIT428210	Little River Park	2
20.	PREMAT438731	Matheson Hammock Park	7
21.	PREMCM448519	McMillan Park	10
22.	PREMIP448409	Miller's Pond Park	10
23.	PRENJR428116	Norman & Jean Reach Park	13
	PRENJR428019	Norman & Jean Reach Pool	13
24.	PREOLI428216	Olinda Park	3
25.	PREPAG478521	Palmetto Golf Course	8
26.	PREPEH488701	Pelican Harbor Marina	3
27.	PRESOU458623	Southridge Park	9
28.	PRETAM448419	Tamiami Park	11
29.	PRETHR448426	Three Lakes Park	9
30.	PRETRA448521	Trail Glades Range	12
31.	PRETRO448424	Tropical Park	10
32.	PREWEP458533	West Perrine Park	9
33.	PREWWL448535	Westwind Lakes Park	11
34.	PREMET558000	Zoo Miami Administration	9
35.	PREADB448400	A.D. Barnes Park	6

**Track Record/Monitor**

Reinaldo Abrahante, Performance Contracting Program Manager, of the Internal Services Department (ISD) /Facilities and Utilities Management Division and Jorge L. Mora, Chief, Design, Construction and Maintenance, Capital Programs Division of PROS will monitor and manage the project and ongoing service agreement.

**Background**

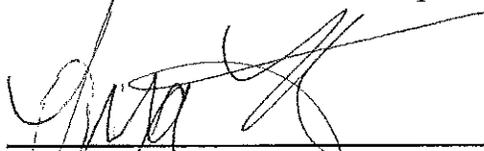
Miami-Dade County Resolution R-228-09 requires the County to reduce electricity consumption by 20% by year 2014 from 2007 levels and County Resolution R-795-12 requires the County to reduce energy

density by 20% by year 2020 from 2009 levels. On July 1, 2008, via Resolution R-740-08, the Board authorized the creation of an EPC Program for Miami-Dade County. The County's EPC Program, managed by ISD, provides an effective, cost-efficient and reliable method of implementing energy saving measures that reduce energy consumption. The Board has previously approved contracts of this nature that have proven to be successful at the Aviation Department (R-1147-09) and at ISD (R-1079-10). The EPC Program established a pre-qualified pool of private energy services companies, or ESCOs, from which the County is able to competitively select firms to identify and implement recommendations for reducing the energy consumption of County facilities. As required by Florida Statutes, the selection of vendors for the pre-qualified vendor pool was competitively procured.

In October 2012, PROS and the Regulatory and Economic Resources Department's (RER) Office of Sustainability, working with the ISD program manager, selected HII, one of the private energy services companies in the Board-approved vendor pool to complete a project for PROS. The 35 parks selected are among the highest energy consuming County parks that provide a budget-neutral dollar-for-dollar payback program. This project will be completed over a 14-month period after the County has obtained the appropriate third-party financing and will reduce the department's electricity consumption by more than 13% from 2007 levels.

EPC is widely utilized across the United States, providing an invaluable tool for local, state, and federal government agencies to identify, finance and perform energy conservation improvements. In the State of Florida, energy performance contracting is regulated by Chapter 489.145 of the Florida Statutes. This statute allows for a maximum 20-year financing plan, and provides several critical advantages over other development options to efficiently and cost effectively replace aging assets as summarized below:

- 1) Provides for an efficient system-wide approach to necessary life-cycle replacement of plant equipment that results in lower capital and long-term operating and maintenance costs.
- 2) Projected savings from projects are guaranteed to cover the cost of the County's lease payments (the payments, or debt service, to the Municipal Lease), with the ESCO (HII) paying the difference if savings fall short.
- 3) Reduced financing costs, since projects qualify for tax-exempt municipal lease rates.
- 4) Consistency of performance, which comes from the installation of high quality parts and equipment under the direction of highly qualified firms with specialized expertise that provide a turnkey service.
- 5) Faster implementation, due to the use of preset vendor pools and a design/build no "change order" project structure.
- 6) ESCOs are required contractually and by statute to guarantee that the equipment procured and installed will achieve the promised energy savings.



Lisa M. Martinez  
Senior Advisor, Office of the Mayor





**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** February 4, 2014

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

**SUBJECT:** Agenda Item No. 8(H) (3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(H)(3)  
2-4-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AN ENERGY PERFORMANCE CONTRACT WITH HONEYWELL, SUBJECT TO EXPRESS CONDITIONS, FOR THE PURPOSE OF IMPLEMENTING 15 ENERGY CONSERVATION MEASURES (ECMS) AT 35 COUNTY-OWNED PARKS AND AN ONGOING SERVICE AGREEMENT OVER A 15 YEAR PLAN IN THE AMOUNT OF \$9,515,583

**WHEREAS**, Miami-Dade County Resolution R-228-09 requires the County to reduce electricity consumption by 20% by year 2014 from 2007 levels. County Resolution R-795-12 requires County to reduce energy density by 20% by year 2020 from 2009 levels; and

**WHEREAS**, the County's Energy Performance Contracting program, managed by the Internal Service Department, provides an effective, cost-efficient and reliable method of implementing energy saving measures. PROS staff, using the competitive selection process required by State Statute, selected Honeywell International Inc. (HII), one of the energy service companies in the Board-approved vendor pool for the program; and

**WHEREAS**, HII conducted a thorough energy audit of the existing 41 largest electricity consumption parks and provided an "Investment Grade Audit" (IGA) to the County; and

**WHEREAS**, working with HII energy solution group staff, PROS staff narrowed the project size to \$9,515,583 for implementing 15 ECMs at 35 parks and an on-going annualize service and maintenance cost over a 15 year plan,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby authorized the Mayor or Mayor's Designee to execute the Energy Performance Contract between Honeywell International Inc. and the Parks, Recreation and Open Spaces Department for the purpose of implementing energy conservation measures at multiple parks in substantially the form attached. The execution of the Agreement and its effectiveness shall be subject to the express conditions that the Mayor or Mayor's Designee execute a separate financial agreement, in terms satisfactory to the Mayor in his sole discretion, that allows for the financing of any and all costs of the energy conservation measures excluding annualized service and maintenance costs contemplated in the attached Energy Performance Contract.

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

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez



GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS  
CONTRACT

By and Between

Honeywell International Inc.

and

Miami-Dade County

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The following exhibits will be provided upon request

#### EXHIBITS

EXHIBIT 1	Schedule of Values
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EXHIBIT 3	Baseline
EXHIBIT 4	Savings Calculations
EXHIBIT 5	Measurement and Verification Plan
EXHIBIT 6	Utility Rates
EXHIBIT 7	Software Licenses
EXHIBIT 8	Honeywell Maintenance Services

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS  
CONTRACT

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at \_\_\_\_\_, in the County of Miami-Dade, State of Florida, by and between Honeywell International Inc. ("Company" or "Honeywell"), having its principal offices at 101 Columbia Road, Morristown, New Jersey 07962-1057, and Miami-Dade County, Florida (County "County") with its principal offices at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for County.

RECITALS

WHEREAS, pursuant to the State Term Contract, County obtained from Company an Audit that (i) recommends certain Energy Conservation Measures at the Facilities, (ii) summarizes the costs of those Energy Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Energy Conservation Measures; and

WHEREAS, County finds that the amount it would spend on the Energy Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Act; and

WHEREAS, the qualified provider or providers give a written guarantee that the cost savings will meet or exceed the costs of the system and the actual cost savings must meet or exceed the estimated cost savings provided in the executed contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, Company has made an assessment of the energy, water and/or wastewater performance characteristics of the facilities and existing Equipment described in Schedule B, which County has approved; and

WHEREAS, the Parties desire that Company install the Energy Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, County and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

**“County”** means the governmental entity which has entered into this Contract (Miami-Dade County), or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

**“Annual Excess Savings”** means the amount of any actual annual Cost Savings that exceeds total annual contract payments made by the County under this Contract for such calendar year pursuant to § 489.145(3)(d)(2).

**“Annual Reconciliation”** means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company’s written savings guarantee reflected in Schedule C (Savings Guarantee) with savings calculated according to Schedule F (Savings Calculation Formula).

**“Baseline”** is the description that defines the Baseline Usage, Baseline Usage Unit Costs and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining cost avoidance. The Baseline period is determined as the 36 month time period from November 2011 to October 2012. To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule H.

**“Commencement Date”** means the first day of the calendar month after which all of the following events have occurred: (i) all schedules are in final form and accepted by the County; (ii) Company has delivered a notice to the County that it has completed all of the Work in accordance with the provisions of Schedule G (Construction and Installation Schedule); and (iii) the County has inspected and accepted said installation and operation as evidenced by an executed Certificate of Acceptance as set forth in Schedule P.

**“Company”** means the contractor identified in the first paragraph of this Contract.

**“Conservation Measure”** or **“CM”** means each of the facility alterations or equipment purchases set forth in Schedule A, together with any training programs incidental to this Contract, which reduces energy or water consumption, wastewater production, or energy-related operating costs at the Facilities. CMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes. By definition in this contract the terms “CM” and “ECM” are synonymous.

**“Energy Conservation Measure”** or **“ECM”** means each of the facility alterations or equipment purchases set forth in Schedule A, together with any training programs incidental to this Contract, which reduces energy or water consumption, wastewater production, or energy-related operating costs at the Facilities. ECMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes. By definition in this contract the terms “CM” and “ECM” are synonymous.

**“Cost Savings”** means the measured reduction in the cost of fuel, energy, water consumption, or wastewater production, and stipulated operation and maintenance, if applicable, or other improvements of systems or identified capital savings, in each case listed in § 489.145 (3) (c) Florida

Statutes, created from the implementation of one or more Energy Conservation Measures when compared with the established Baseline. The measured reduction is determined by quantification of the difference between the actual cost incurred during a selected time period versus what the cost *would have been* had the cost avoidance strategy not been implemented. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule F.

**“Equipment”** means all items of property described in the Schedule A (Energy Conservation Measures to Be Installed by Company) and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

**“Facilities”** means the facilities as described in the first paragraph of this Contract and reflected on Schedule B, (Pre-existing Equipment Inventory). A Facility must be a distinct auditable unit, measurable by the FEMP standards referenced in Section 5.2.

**“Fiscal Year”** means the annual period from October 1<sup>st</sup> through September 30<sup>th</sup>.

**“Guarantee”** means Company’s guarantee reflected on Schedule C (Savings Guarantee), and is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work and Support Services incurred by Customer in each Guarantee Year.

**“Interim Period”** means the period from the date the contract is signed until the Commencement Date.

**“Legally Available Funds”** means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

**“Non-Appropriation”** means the failure of an appropriation or availability of the Governing body of City or the Legislature to appropriate money for any Fiscal Year sufficient for the continued performance by County of all of County’s obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due.

**“Parties”** means both the County and the Company collectively.

**“Savings Calculation Formula”** means the Company’s Savings Calculation Formula reflected on Schedule F.

**“Term”** means the term of this Contract as set forth in Section 3 of this Contract.

**“Work”** means the construction and services required by the Contract and includes all other labor, materials, equipment and services provided or to be provided by Company to fulfill Company’s obligations, as described in Schedule A.

## SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents,

listed in their order of precedence in the event of a conflict between any of their terms and conditions:

- 1- This Contract
- 2- All Schedules and Exhibits listed in the Table of Contents

Section 2.2. Investment Grade Energy Audit. Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities. The Investment Grade Energy Audit includes all Energy Conservation Measures agreed upon by the parties. Any Work or services contemplated by the Investment Grade Energy Audit but not addressed in Schedules A, C, or K is not required to be performed under this Contract.

Section 2.3 Measurement and Verification. The contract shall contain a Company-provided measurement and verification plan and annual reconciliation to monitor Cost Savings pursuant to § 489.145(5)(e) Florida Statutes.

### SECTION 3. TERM OF CONTRACT

Section 3.1 Initial Term; Interim Period. The initial Term shall begin on the Commencement Date and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7, shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2 Renewals. The Term shall automatically renew for each successive Fiscal Year subject to the County making sufficient annual appropriations based upon continued realized savings [see § 489.145 (5)(g) ]; provided, however, the Term shall not extend beyond the earlier of (i) the effective date of termination under Section 7 of this Contract or (ii) fifteen (15) years after the Commencement Date.

### SECTION 4. SCOPE OF WORK

(a) Company shall install the ECMs in the Facilities pursuant to specifications in Schedule A (ECMs). Construction and installation shall proceed in accordance with the Construction Schedule approved by the County and attached hereto as Schedule G (Construction and installation Schedule). The County shall make payments to the Company in accordance with Schedule D.

(b) Company shall perform all tasks/phases under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the Standards of Comfort set forth in Schedule I and the Construction Schedule specified in Schedule G (Construction and Installation Schedule). Company shall repair and restore to its original condition any area of damage to the extent caused by Company's performance under this Contract. The County reserves the right to direct Company to take certain corrective action if the structural integrity of the Facilities or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by Company's performance of the work shall be borne by Company.

(c) Company shall remain responsible for the professional and technical accuracy of all services performed, whether by Company or its subcontractors or others on its behalf, throughout the term of this Contract.

#### Section 4.2 Acceptance of ECMs.

(a) When Company considers an ECM to have been substantially completed in accordance with all contractual requirements, Company shall provide the County with a written request for Schedule P (City Certificate of Acceptance of ECM). Within ten (10) business days from receipt of Company's written request, the County will make an inspection to determine whether the ECM installation is complete. If the County determines the ECM installation is not complete, the County will provide Company with a specific material performance deficiency list of all items that must be corrected or completed before the County would consider the ECM complete. An executed Certificate of Acceptance or deficiency list will be provided to Company within fifteen (15) business days from receipt of Company's written request. If Company receives a deficiency list and once Company has completed all items on the deficiency list, Company can request a second inspection by the County to verify the ECM installed is complete. Again the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days. When the ECM installed is considered completed, the County will provide the Company Schedule P (County Certificate of Acceptance of ECM), which shall establish the Commencement Date. Company shall provide the County certificates of title for the Work once Company has received final payment.

(b) The Parties intend that an County Certificate of Acceptance of ECM will be executed for each ECM installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that the County will use installed and completed ECMs prior to the completion of all ECMs. In such situations, the Parties will conduct acceptance inspections and Certificates of Acceptance of ECM as described above, for that ECM installed which is being operated and the County is receiving beneficial use. When the last ECM is completed the County will sign the last Certificate of Acceptance representing Final Project Acceptance. The first day of the month following Final Project Acceptance shall be the Commencement Date. Except as specified in Schedule K (Company's Maintenance), any maintenance and repairs due to ordinary wear and tear caused by such use will be made at the expense of the County.

Section 4.3 Maintenance. Company shall provide service, repairs, and adjustments to the ECMs pursuant to Schedule K (Company's Maintenance Responsibilities and Training). The County accepts responsibility for execution of manufacturers' maintenance procedures for all equipment, to the extent described in the Company Responsibilities as indicated in Schedule K. Failure to use the appropriate technical requirements as identified in Schedule A (Energy Conservation Measures to be Installed by Company & Description of Facilities) will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outline in this Contract (including but not limited to Sections 4, 5, 8, 10 and Schedule K) may result in the rejection of the invoice.

#### Section 4.4 Records and Data

(a) The County has furnished or shall furnish (or cause its suppliers to furnish) to Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule B (Pre-existing Equipment Inventory). During the Term, the County will provide Company copies of all energy and water bills relevant to ECMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.4(b) and 5.3 below.

(b) The reports to be issued by Company to the County are more particularly delineated in Schedule D, Deliverables. At a minimum, Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule F (Savings Calculation Formula).

(c) Company shall also furnish the County with a full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the ECMs ("Operation and Maintenance Manuals" or "O & M Manuals").

(d) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, the County for its use upon payment of amounts due the Company.

(e) Company shall be subject to audit during the term of this Contract and for a period of one (1) year after its termination by the County or its designee. County shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at Company's principal place of business during County's normal business hours. Any audit and inspection rights include only the rights to verify compliance with the Contract Documents and do not include the right to review Company's proprietary information.

(f) If the County receives a public records request related to the Contract, Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

Section 4.5 Training. Company shall conduct the training program described in Schedule K (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule K (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the ECM. Company shall provide training with respect to updated or altered equipment, including upgraded software, as defined by Schedule K. The cost of such training is included in the payments due the Company for the Work that are set forth in Schedule D..

Section 4.6 Permits and Approvals. Company shall be responsible for obtaining all governmental construction permits and approvals as may be required for installation of the ECMs and for the performance of its obligations hereunder. The County shall cooperate with Company in obtaining all such permits and approvals. The equipment and the operation of the equipment by Company shall at all times conform to all federal, state and local code requirements. Company shall furnish copies of each permit or license which is required to perform the work to the County before Company commences the portion of the work requiring such permit or license.

## SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy, Water, and Wastewater Performance Savings Guarantee. Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Energy Conservation Measures and the estimated cost savings set forth in the Schedule C pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the County for the contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. Any provisions providing for deemed savings are void and there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable, and as set forth in the Schedules to this Contract. The Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Energy Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule F, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule C and has been structured so as to be sufficient to cover any and all annual payments required to be made by the County as set forth in Schedule D (Compensation to Company) and Schedule L (Financing Agreement if applicable).

Section 5.2 Measuring Cost Savings. The Parties will measure the Cost Savings using the cost savings formulas, baseline criteria, post retrofit criteria, standards of comfort, as set forth in Schedules C, F, H, I and K and the measurement and verification plans set forth and presented in Schedule K and Exhibit 3. Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply. In the case of energy-related ECMs, the Cost Savings shall be based on the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000). Measurement and Verification of savings shall be calculated using a methodology based on the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000) that provides for actual savings, as provided in Section 489.145(3)(d)(2), Florida Statutes, to be measured yearly against the Baseline. Any adjustments to the Baseline are subject to County approval, must be substantiated by actual measurements, and may not be based solely on computer-based simulations.

### Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, Company is required to provide to the County an annual reconciliation of the Cost Savings. Within sixty (60) business days after Company receives required information from City, Company will deliver to County's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, County will have thirty (30) business days to accept or reject the report. County shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. Company shall have twenty (20) business days to cure such deficiency and deliver to City a corrected reconciliation report. If the County fails to reject any report (including corrected reconciliations) within 45

business days of receipt of all required documentation, County shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 45th business day period, unless a longer acceptance period is mutually agreed upon in writing.

(b) Annual Shortfalls. If the Annual Reconciliation reveals a shortfall in guaranteed Cost Savings, Company is liable for such shortfall and shall pay to County the amount of the shortfall. County shall submit to Contractor a written statement as to the amount of the shortfall (County Shortfall Payment Demand) to the extent shown in the Annual Reconciliation report, which may be incorporated into the County's response to Company's Annual Reconciliation. Company shall remit such payments to County within sixty (60) days of written notice by County of such monies due. If Company fails to make such payment to City within 45 days after demand therefore, County may offset the amount due against payments required under Schedule D.

(c) Annual Excess Savings. [Intentionally omitted.]

Section 5.4 County Payment. County shall pay Company as set forth in Schedule D (Compensation to Company and Deliverables). All other payment and contract provisions of § 287.058 (1) Florida Statutes, are incorporated herein by reference. In the event County fails to make payment within thirty (30) days after receipt of invoice, County shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes. County shall pay Company pursuant to § 215.422 Florida Statutes.

Section 5.5 Financing. The Parties acknowledge that the County will strive to obtain a separate Financing Agreement with a third party, a sample form of which is incorporated herein as Schedule L (Financing Agreement), since County is financing the acquisition, which constitutes County's source of funding for its obligations under this Contract. If the terms of the Financing Agreement are unacceptable to the County, or if no Financing Agreement is offered by a reputable financing institution, the County shall be freed of any payment obligation towards any prior costs incurred by the Company. All County payment obligations set forth herein are subject to the applicable provisions of any Financing Agreement, approved by the County in its sole discretion; provided, however, that the County's payment obligations to the Company under this Agreement cannot be altered without the Company's written consent. Company may not assess any late fees for a County failure to deliver the completed documents to the Lender unless Company has provided all invoices and other documentation required under Schedule L (Financing Agreement) on a timely basis to County.

Section 5.6 Current Expense. County's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither County nor the State nor any political subdivision or County thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Contract.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the County would have incurred had the delivery order not been implemented. The parties agree that baseline costs shall be calculated using the Baseline set forth in Exhibit 2, which has been based on the Federal Energy Management Program of the U.S. Department of Energy and its Measurement

and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000). Details of the Measurement and Verification methodology has been agreed upon by the Parties and is documented in Schedule F.

## SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. County's performance and obligation to pay under this Contract is contingent upon an annual appropriation. County is subject to the appropriation of funds by the governing body of County in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 County's Intent to Request Appropriations and Make Payments. County intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. County agrees to direct the person within such County in charge of preparing County's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The Parties acknowledge that appropriation for such payments is a governmental function that County cannot contractually commit the governing body of County to perform and this Contract does not constitute such a commitment. However, County reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of each ECM in the performance of its essential functions during the applicable Terms.

Section 6.3 Notice of Non-Appropriation. County shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract (a "Non-Appropriation"), provide prompt written notice to Company of such event ("Notice of Non-Appropriation").

Section 6.4 Return of Equipment. Upon termination for Non-Appropriation under Section 7.1 or 7.2, County shall no longer be responsible for the payment of any additional payments coming due in succeeding Fiscal Years. However, Company may by written notice to County request that County, within thirty (30) days of such written notice, cause all equipment in a ECM that County is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to Company) to be delivered to Company or Company's designee at a place in the State designated by Company.

Section 6.5 Company's Rights if Equipment is Not Returned. The Parties agree that there is no intention to create under this Contract a right in Company to dispossess County involuntarily of the legal title to or the use of the ECMs or any underlying equipment. Company hereby irrevocably waives any right to specific performance of County's covenant to transfer legal title to and return possession of the equipment to Company. If County fails or refuses to voluntarily transfer such equipment to Company as provided in Section 6.4, then Company shall have the right, to the extent permitted by law, to obtain a judgment against County from Legally Available Funds for compensatory damages in the amount of the then applicable Principal Balances as shown on the applicable Schedule D (Compensation to Company and Deliverables). If the equipment or any

portion of it has been destroyed or damaged beyond repair, County shall pay the applicable Principal Balance of the damaged or destroyed equipment as set forth in the Schedule relating thereto to Company only to the extent not covered by any insurance obtained by County.

Section 6.6 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

## Section 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each ECM for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and Company may then pursue its rights under Section 6 above. However, in the event that the appropriations act has not been adopted by the governing body of County prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of County pending enactment of a final budget makes available to County money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of ECMs. In the event of a termination under Section 7.1 above, Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining ECMs. This election shall be made by written notice to County within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, County shall pay to Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, County shall comply with Sections 6.4 and 6.5 regarding the return of equipment.

Section 7.3 Termination Upon Default. This Contract is also subject to termination upon the occurrence of an event of default, as provided in Section 14 below.

Section 7.4 Effect of Termination. No ECM Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

## SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance. Company further agrees to deliver to County for inspection and approval, all such written warranties and to obtain extended OEM warranties as set forth as Schedule Q (Equipment Warranties). Such OEM warranties shall either be directly from the OEM to the County or, Company shall, at County's request, assign to County any and all manufacturer's or

installer's warranties for equipment or materials not manufactured by Company and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 8.3.

All warranties shall be transferable and extend to County. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary. The warranties shall be in force for a minimum of one year from the County acceptance of the ECM.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve Company from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

Section 8.2 Labor Warranties. Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with County supplied specifications and standards.

Section 8.3 Company Limited Warranty. In addition to providing the above described equipment manufacturer's warranties, which are the responsibility of the OEM and not the Company, Company warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of County acceptance of the equipment or ECM in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Company, and provided that after delivery such equipment or materials have not been subjected by non-Company personnel to accident, neglect, misuse, or use in violation of any instructions supplied by Company. Company's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at Company's option and at Company's expense. The limited warranty contained in this Section 8.3 shall constitute the exclusive remedy of County and the exclusive liability of Company for any breach of any warranty related to the equipment and materials furnished pursuant to this Contract.

Section 8.4 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND MATERIALS PROVIDED HEREUNDER. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

## SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by Company. Company shall hold and save County, the State of Florida, its officers, agents, and employees harmless against claims for property damage or bodily injury by third parties to the extent the claims result from Company's breach of this Contract or Company's negligence.

Section 9.2 Indemnification by County. Both Parties recognize that County, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that Company shall not be responsible for damages resulting from County's negligence.

Section 9.3 Limitation of Liability: Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to County under Rule 60A-1.006(3), Florida Administrative Code.

## SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. County shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with any ECM. Company shall grant to County all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for County to continue to operate, maintain, and repair the ECM in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of County even if it is replaced or its operation made unnecessary by work performed by Company pursuant to this Contract. Company shall be responsible for the disposal of all equipment and materials designated by County as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for an ECM, County shall have all legal title to and ownership of all underlying equipment and Company shall take all actions necessary to vest such title and ownership in County. The risk of loss or damage to all items shall be the responsibility of Company until County's first beneficial use of a piece of equipment, after which time such risk of loss or damage shall be the responsibility of County; unless while Company is responsible such loss or damage results from negligence by County; Company shall be responsible for filing, processing and collecting all damage claims prior to County's first beneficial use.

Section 10.4 Patent and Copyright. Company, without exception, shall indemnify and save harmless County and its employees from liability of any nature or kind, including cost and expenses for or on account of any United States copyrighted, United States patented, or unpatented invention, process or article manufactured and supplied by Company. Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by Company or is based solely and exclusively upon County's alteration of the article. County will provide prompt written notification of a claim of copyright or patent infringement and will afford Company full opportunity to defend the action and

control the defense. Company shall not be responsible for any settlement made without its written consent. Further, if such a claim is made or is pending Company may, at its options and expenses procure for County the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, County agrees to return the article on request to Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

## SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1 Conservation Procedures. County agrees that it shall adhere to, follow and implement the conservation procedures and methods of operation to be set forth on Schedules C, F, I, and J.

Section 11.2 Changes to ECMs and Facilities by County. To the extent Company is responsible for maintenance under Section 4.3, County shall not move, remove, modify, alter, or change in any way the ECMs or any part thereof without the prior written approval of Company, which consent shall not be unreasonably withheld, except as set forth in Schedule J (County's Maintenance Responsibilities). Notwithstanding the foregoing, County may take reasonable steps to protect a ECM if, due to an emergency, it is not possible or reasonable to notify Company before taking any such actions. In the event of such an emergency, County shall take reasonable steps to protect the ECM from damage or injury and shall follow instructions for emergency action provided in advance by Company. County agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the ECM. If Company contends that County is not performing maintenance responsibilities in accordance with Schedule J (County's Maintenance Responsibilities), or that County has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then Company shall submit a report to County and Company and County shall determine mutually and in good faith what, if any, adjustments to Baseline will be made.

Section 11.3 Changes to ECMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, Company shall at all times have the right, subject to County's prior written approval, which approval shall not be unreasonably withheld, to change the ECM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the ECM, and any operational changes, or new procedures are necessary to enable Company to achieve the savings at the Facilities and; (ii) any cost incurred relative to such modifications, additions or replacement of the ECM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the ECM or revisions to operating or other procedures shall be made by written amendment to this Contract.

## SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. At all times during the Term, Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the ECMs Contractor delivers (until risk of loss passes to the County) and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than \$1,000,000 for injury to or death of one person in a single occurrence and \$5,000,000 for injury to or death of more than one person in a single occurrence and \$5,000,000 for a single occurrence of property damage. Such policies shall name County as an additional insured.

Prior to commencement of work under this Contract, Company will be required to provide County with current certificates of insurance specified above. These certificates shall contain a provision that at least thirty (30) days' prior written notice will be given to County before coverages afforded under the policies are canceled or changed materially.

The policies for Bodily Injury and Property Damage Liability Insurance shall be written to include Contractual Liability Insurance to protect Company against claims from the operations of subcontractors.

Section 12.2 Damage. Company shall be responsible for (i) any damage to the equipment to be installed or to any other property on the Facilities and (ii) any personal injury, where such damage or injury occurs as a result of Company's performance under this Contract, but only to the extent caused by the negligent acts or omissions of Company.

Section 12.3 Insurance Policy Guarantee. [Deleted]

## SECTION 13. BOND

Section 13.1 County shall be provided with the following bonds, within 30 days of the date of this Contract:

(a) Construction Bond: Company shall furnish County a Construction Bond, substantially in the form provided in Schedule M (Performance Bond), in the amount of the Contract Price. The Construction Bond shall remain in effect until the Work (as defined in Schedule A) is accepted by County as provided in Schedule P (County Certificate of Acceptance of ECM).

(b) Surety Bond: [Deleted]

Section 13.2 Bond Provisions. The following provisions shall apply to the bonds in this Section:

(a) County shall be named as the beneficiary of the bonds. Company's bonds shall provide that the insurer or bonding company shall pay losses suffered by County directly to County. Company or its insurer shall provide County thirty (30) days prior written notice that the bond(s) has

been renewed and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Energy Conservation Measures to be installed.

(b) Company shall follow § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No payments shall be made to Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to County as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

#### SECTION 14. EVENTS OF DEFAULT

Section 14.1 The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. County's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Section 6 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) Company initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

#### SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified in writing of an event of default to cure said default, provided that the Party has

not already failed to cure a default under the terms of this Contract. If the alleged default cannot reasonably be cured within forty (40) days, and the Party commences to cure within such period, and further provided that such efforts are prosecuted to completion with reasonable diligence, the Party shall have an additional sixty (60) days to cure any alleged default.

Section 15.2 Remedies upon Default by County. If a default by County is not cured in accordance with Section 15.1, Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.3 Remedies Upon Default by Company. If a default by Company is not cured in accordance with Section 15.1, County shall have the following remedies in law or equity:

(a) County may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy,

(b) County may take any and all steps necessary to cure Company's default including the hiring or contracting of third parties to fulfill Company's obligations. In the event County takes any action to effect such cure, Company shall be obligated to reimburse County for County's reasonable costs and expenses incurred, including cost of cover pursuant to Fla. Admin. Code Rule 60A-1.006 (3).

## SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. Company acknowledges that County is induced to enter into this Contract by, among other things, the professional qualifications of Company. Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of County; provided Company can without prior approval from County assign this Contract to its parent or affiliate companies.

Company may, with prior written approval of County, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, Company shall remain jointly and severally liable with its assignees(s), delegee(s), or subcontractor(s) to County for all of its obligations under this Contract.

Section 16.2 Assignment by County. County may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein subject to the prior written approval of Company. If Company rejects new assignee County will continue to make the payments associated with the facility or County can pay the remaining principal on the loan

for the equipment installed in that facility. Notwithstanding the foregoing, County's rights and responsibilities may be transferred, in the event that the agency/department that originally executed this Contract is transferred, moved or absorbed by another Miami-Dade County entity, to such succeeding entity.

#### SECTION 17. ARBITRATION

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach hereof, may, upon the agreement of both Parties, be submitted to and administered and settled by arbitration in a neutral venue in the State of Florida, in conformance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect (or at any other place or under any other form of arbitration mutually acceptable to the Parties).

The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

#### SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1 Mutual Representations. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2 County Representations. County hereby warrants and represents that:

(a) it has provided or shall provide timely to Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by Company and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services

for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to Company.

Section 18.3 Company Representations. Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

## SECTION 19. MISCELLANEOUS

Section 19.1 Waiver of Liens. Company will obtain and furnish to County a Final Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each ECM. Company shall provide to County the Final Waiver of Liens from subcontractors and suppliers with Company's invoice for final payment. Should liens or claims be filed against the Facilities by reason of Company's acts or omissions, Company shall cause same to be discharged by bond or otherwise within ten (10) days after notice to Company of filing.

Section 19.2 Compliance with Law and Standard Practices; Hazardous Materials. Company shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, ordinances, and regulations, in accordance with sound engineering and safety practices, and in compliance with all rules of County relative to the Facilities that have been provided by County to Company in writing prior to Contract execution.

Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) in or on the Facilities except in a lawful manner and so as not negligently to cause County any cost, loss, obligation or liability or expose County to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended. County agrees that if performance of work may involve or disturb and Hazardous Materials, County will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event Company discovers any suspected Hazardous Materials, Company shall immediately cease work in the affected area of the site, and promptly notify County. County shall be responsible to handle such Hazardous Materials at its

expense. Company shall undertake no further work in the affected area of the site until notified by County in writing. In the event of a stoppage of work by Company, the installation schedule will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by Company as a result will be added by Change Order.

Company is not responsible for determining whether the Work or the temperature, humidity and ventilation settings used by County, are appropriate for County and the site with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of Hazardous Materials.

County has not retained Company to discover, inspect, investigate, prevent, identify or remediate Hazardous Materials or conditions caused by Hazardous Materials.

COMPANY WILL NOT BE RESPONSIBLE FOR ANY CLAIMS OR COSTS OF ANY NATURE THAT IN ANY WAY RESULT FROM OR ARISE UNDER THE EXISTENCE OF MOLD OR ANY OTHER HAZARDOUS MATERIAL, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION 19.2 WITH RESPECT TO HAZARDOUS MATERIAL.

Section 19.3 Independent Capacity of Company. The Parties agree that Company, and any agents and employees of Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of County.

Section 19.4 No Waiver. The failure of Company or County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Company or County.

Section 19.5 Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.6 Complete Contract. This Contract, including all Schedules and Exhibits attached hereto, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written document signed by the Parties.

Section 19.7 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.8 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.9 Notice. Any notice required or permitted hereunder shall be deemed sufficient

if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. County's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: <Company Name, Attention:, Complete address.>

TO AGENCY: Miami-Dade County -- Internal Services Division, Attention: Ray Abrahante  
200 NW 1<sup>st</sup> Street Miami, Florida 33128

Section 19.10 Statutory Notices and Requirements. County shall consider the employment by any Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for termination of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes.

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, County shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19.11 Public Records. County shall have the right of unilateral cancellation for refusal by Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.12 Force Majeure. Notwithstanding any other provision in this Contract, neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, hurricane, tropical storm, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing

party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay; provided that in the event Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by Company to County in writing within thirty (30) calendar days after the start of the occurrence of such delay, no payment shall be made by County for any fees or expenses incurred by Company by reason of such delay, and Company shall use diligent efforts to perform its obligations during such period of delay, and notify Agency of the abatement or cessation of such cause.

Section 19.13 Tax-Related Cooperation. [Intentionally Omitted]

Section 19.14 Claims for Concealed or Unknown Conditions.

If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than fifteen (15) days after first observance of the conditions, and, if appropriate, Company and County will negotiate in good faith an equitable adjustment to the Contract Price and Installation Schedule.

Section 19.15 Guarantee Savings; No Representation Except in Contract. Company guarantees County will realize the Guarantee Savings as defined in the Schedules during the term of this Contract. NOTWITHSTANDING THE FOREGOING, COMPANY (A) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FINANCIAL PROJECTIONS, CASH FLOW MODELS, PRO FORMA FINANCIAL STATEMENTS OR OTHER DOCUMENTS, DATA OR INFORMATION (COLLECTIVELY, "PRIOR PROJECTIONS") PROVIDED BY OR ON BEHALF OF COMPANY TO AGENCY OR ITS REPRESENTATIVES PRIOR TO THE EXECUTION AND DELIVERY OF THIS CONTRACT AND (B) HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PRIOR PROJECTIONS. AGENCY HEREBY ACKNOWLEDGES AND AGREES THAT (i) COMPANY DOES NOT GUARANTEE THAT ANY RESULTS SET FORTH IN ANY PRIOR PROJECTIONS WILL BE ACHIEVED, (ii) ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PRIOR PROJECTIONS, AND (iii) AGENCY HAS NOT RELIED UPON ANY SUCH PRIOR PROJECTIONS IN DETERMINING TO ENTER INTO THIS CONTRACT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 19.16 Company Not Municipal Advisor. COMPANY IS NOT, NOR IS COMPANY COMPENSATED AS, A MUNICIPAL ADVISOR OR FIDUCIARY ACTING ON AGENCY'S BEHALF. ANY AND ALL FINANCIAL AND OTHER INFORMATION PROVIDED ABOUT OR RELATING TO MUNICIPAL SECURITIES OR OTHER MUNICIPAL FINANCIAL PRODUCTS IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS ADVICE, IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) AND WITHOUT ANY REPRESENTATION WITH RESPECT TO ACCURACY OR

COMPLETENESS, AND MUST NOT BE RELIED UPON IN CONNECTION WITH ANY SECURITIES, INVESTMENT OR FINANCIAL DECISION OR OTHER ACTION/INACTION. AGENCY SHOULD OBTAIN THE ADVICE OF A FINANCIAL ADVISOR, MUNICIPAL ADVISOR OR OTHER THIRD PARTY LICENSED AND QUALIFIED TO ADVISE YOU REGARDING ANY OF THE INFORMATION PROVIDED ABOUT, OR THE POTENTIAL SUITABILITY OF, MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

COMPANY:

AGENCY:

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

Title: \_\_\_\_\_  
(Corporate Seal)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

COMPANY:

AGENCY:

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

Title: \_\_\_\_\_  
(Corporate Seal)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A

Energy Conservation Measures to Be Installed by Company and Description of Facilities

The following tables represent all of the ECMs which will be implemented as part of this project. Note that the scope of work, inclusions and exclusions outlined in Schedule A SOW Parts 1 and 2 of this section shall take precedence over the tables below in the event of a discrepancy.

Facility Name:	Zoo		
Address:	12400 SW 152 ST JAGR/CLD		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years Induction Lamps – 10 years LEDs – 15 years Ballasts – 15 years
2a		Hand Dryers	10 – Years
4		Energy Efficient Transformers	25 years
5		Building Envelope Improvements	7 to 10 years
6		Mechanical Improvements	15 to 20years
7		Composter	20 years
8		Water Conservation	10 to 15 years
9		Building Automation Systems	20 years

Facility Name:	COUNTRY CLUB OF MIAMI		
Address:	6801 NW 186 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years Induction Lamps – 10 years LEDs – 15 years Ballasts – 15 years
4		Energy Efficient Transformers	25 years
5		Building Envelope Improvements	7 to 10 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	KENDALL SOCCER PARK		
Address:	12700 SW 80 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
4		Energy Efficient Transformers	25 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	CRANDON PARK (including golf)		
Address:	6700 CRANDON BLVD		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
4		Energy Efficient Transformers	25 years
5		Building Envelope Improvements	7 to 10 years
9		Building Automation Systems	20 years

Facility Name:	HAULOVER PARK/MARINA		
Address:	13700 COLLINS AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

Facility Name:	AMELIA EARHART PARK		
Address:	11900 NW 47 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
1		Sports Lighting	Lamps – 25 years, ballasts and controls – 25 years
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
6		Mechanical Improvements	15 to 20 years

Facility Name:	GWEN CHERRY PARK & POOL		
Address:	7090 NW 22 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
4		Energy Efficient Transformers	25 years
5		Building Envelope Improvements	7 to 10 years

Facility Name:	DEERING ESTATE		
Address:	16701 SW 72 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	GOULDS PARK		
Address:	11350 SW 216 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
5		Building Envelope Improvements	7 to 10 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	CONTINENTAL PARK		
Address:	SW 82 AVE & SW 100TH ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	TAMIAMI PARK		
Address:	11201 SOUTHWEST 24TH ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	CRANDON MARINA		
Address:	4000 CRANDON BLVD		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
6		Mechanical Improvements	15 to 20years
9		Building Automation Systems	20 years

Facility Name:	THREE LAKES PARK		
Address:	13375 SW 136 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years

Facility Name:	TROPICAL PARK		
Address:	7960 SW 40 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
4		Energy Efficient Transformers	25 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	PLUMWOOD PARK		
Address:	9855 HAMMOCKS BLVD		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
1		Sports Lighting	Lamps-25 years, ballasts and controls – 25 years
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,

Facility Name:	BLACK POINT MARINA		
Address:	24775 SW 87 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
9		Building Automation Systems	20 years

Facility Name:	KENDALL INDIAN HAMMOCKS PARK		
Address:	11390 SW 79 STREET		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years

Facility Name:	MCMILLAN PARK		
Address:	6001 SW 133 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

Facility Name:	WESTWIND LAKES REC CENTER		
Address:	6805 SW 152ND AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
4		Energy Efficient Transformers	25 years
5		Building Envelope Improvements	7 to 10 years

Facility Name:	DEVON AIRE PARK		
Address:	SW 104 ST & SW 122 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	PALMETTO GOLF COURSE		
Address:	9300 SW 152 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps-7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

Facility Name:	PALM SPRINGS PARK & POOL		
Address:	7985 NW 176 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
1		Sports Lighting	Lamps – 25 years, ballasts and controls – 25 years
5		Building Envelope Improvements	7 to 10 years
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	L&P THOMPSON CAMPGROUND		
Address:	18100 SW 125 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	HOMESTEAD BAYFRONT PARK		
Address:	SW 97TH AVE & N CANAL DRIVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

Facility Name:	TRAIL GLADES RANGE		
Address:	17601 SW 8 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

Facility Name:	PELICAN HARBOR PARK & MARINA		
Address:	1275 NE 79 ST		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
6		Mechanical Improvements	15 to 20 years
9		Building Automation Systems	20 years

Facility Name:	MATHESON HAMMOCKS		
Address:	9610 OLD CUTLER RD		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,
9		Building Automation Systems	20 years

Facility Name:	SOUTHRIDGE PARK		
Address:	11250 SW 192 STREET		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
3		Pedestrian and Parking Lot Lighting	Induction Lamps -- 10 years, LEDs -- 15 years,

Facility Name:	COLONIAL PARK		
Address:	10750 SW 156 TERRACE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps -- 7 years, Induction Lamps -- 10 years, LEDs -- 15 years, ballasts -- 15 years

Facility Name:	CHAPMAN PARK		
Address:	13601 DEERING BAY DRIVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
3		Pedestrian and Parking Lot Lighting	Induction Lamps -- 10 years, LEDs -- 15 years,

Facility Name:		WEST PERRINE	
Address:		17121 SW 104 AVE	
Owned by the County or Leased:		Owned	
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,

Facility Name:		MILLERS POND PARK	
Address:		13350 SW 47 STREET	
Owned by the County or Leased:		Owned	
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years

Facility Name:	LITTLE RIVER PARK		
Address:	10525 NW 24 AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
3		Pedestrian and Parking Lot Lighting	Induction Lamps – 10 years, LEDs – 15 years,

Facility Name:	Olinda Park		
Address:	5100 NW 21st AVE		
Owned by the County or Leased:	Owned		
Energy Conservation Measures to be installed at this facility:			
ECM	Group	Description of Conservation Measure	Useful Life of the Equipment
2		Building Lighting	Fluorescent T8 Lamps – 7 years, Induction Lamps – 10 years, LEDs – 15 years, ballasts – 15 years
9		Building Automation Systems	20 years

## **Schedule A SOW PART 1 – PRODUCTS & EXECUTION**

### **1. Sports Lighting Retrofit**

Honeywell shall provide and install sports lighting fixtures and sports lighting controls for the parks listed below. Existing conduit, wire and switchgear will be reused on all parks listed below. New contactor cabinets and control links will be installed on all parks listed below. Existing poles will be re-used unless stated below.

#### **1.1. Parks Included:**

**Amelia Earhart Park** – Four (4) Soccer Fields. Furnish and Install one hundred twenty six (126) fixtures.

**Hammocks Community Park**- Two (2) Baseball Fields & One (1) Softball Field. Furnish and Install seventy six (76) fixtures.

**Norman and Jean Reach**- Two (2) Softball Fields, One (1) Baseball Field, One (1) Soccer Field, One (1) Basketball Court, Two (2) Tennis Courts & One (1) Swimming Pool. Three (3) player activated strobes will be installed. Furnish and Install one hundred forty six (146) fixtures.

#### **1.2. Fixtures to be provided by Honeywell:**

- 1.2.1. Factory Aimed Pole Top Luminaire Assemblies
- 1.2.2. 1500 Watt Metal Halide Fixtures
- 1.2.3. Mounting Hardware for Pole Top Units & Enclosures
- 1.2.4. Pole Length Wire Harness
- 1.2.5. Disconnects

#### **1.3. Honeywell shall:**

- 1.3.1. Remove and dispose of existing pole top fitters, lighting fixtures, and electrical enclosures on existing poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- 1.3.2. Existing grounding wires and power feed shall remain in place for reattachment.
- 1.3.3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 1.3.4. Provide materials and equipment to install underground conduit, wiring, pull boxes, etc. and terminate wiring as required per electrical design.
- 1.3.5. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.
- 1.3.6. Light levels shall be 50/30 foot candles for Baseball/Softball fields, 30 foot candles for multipurpose fields, and 20 foot candles for Volleyball/Racquetball Courts +/- 10% as per IESNA RP-06-01.
- 1.3.7. Ground Testing: Completion of installation requires that a 3-point fall-of-potential test be successfully completed on the service ground rod, contactor cabinet ground rod, and each lighting structure ground rod.

1.4. County Responsibilities:

- 1.4.1. The County shall provide parks personnel, if available, to walkthrough the site(s) and mark existing irrigation systems prior to the commencement of construction.
- 1.4.2. The County shall designate a mutually agreeable staging and storage areas(s) for equipment and material storage.
- 1.4.3. County to provide total access to the site and pole locations for construction. Site shall be clear of any obstructions.
- 1.4.4. County shall coordinate with MUSCO for the park relamps as listed below.

Sports Lighting Re-lamps per Park		
Park Name	Field Type	# of Relamps/ 25 Year
Amelia Earhart	Soccer Fields	2
Hammocks Community	Baseball/Softball Fields	2
Norman and Jean Reach	Baseball/Softball Fields	2
	Soccer Fields	2
	Basketball Courts 400w	1
	Tennis Courts 1000w	2
	Pool 1000w	2

- 1.4.5. Miami-Dade County shall provide MUSCO full access to all poles in all Parks for future warranty work for the duration of the Warranty period.
- 1.4.6. Light levels will be guaranteed for 25 years +/- 10% per IESNA RP-06-01. Light level guarantees shall be handled direct between Miami Dade County and MUSCO. Twenty-Five (25) Year OEM product warranty shall include all materials and labor to maintain operation of the lighting system to original design criteria, excluding the changing of fuses. After expiration of Honeywell's one (1) year warranty, product warranty shall be direct between Miami Dade County and MUSCO.
- 1.4.7. Miami-Dade County shall be responsible for completing the rate change to FP&L's SDTR (Seasonal Demand Time of Use Rate Rider) with assistance from Honeywell as set forth in the following chart:

Location	Meter feeds:	Account	Existing Rate	Post Retrofit Rate
Amelia Earhart	Courts 8, 10, 12+ ballfield 1,2,3,4 PARKING LOT LIGHTS	1184194098	72	270
Hammocks Comm Park (was Plumwood)	9855 HAMMOCKS BLVD #FLD	2178766347	72	270
Norman and Jean Reach (Palm Springs)	PALM SPRING N 1R LT 93	7832671700	72	270

1.5. All materials and installation will meet the following standards:

- 1.5.1.1. Lightning Protection - All structures shall be equipped with lightning protection meeting NFPA 780 standards.
- 1.5.1.2. Equipment Grounding: A properly grounded and bonded equipment electrical system shall be provided to meet NEC 250.56.

1.5.1.3. All equipment supplied by a single service shall be connected to the same service entrance grounding electrode. The lighting system will have a properly installed equipment grounding system to redirect current from a ground fault in the electrical system, tripping the overcurrent protection device (OCPD) and breaking the current flow in the circuit.

1.6. Warranty:

1.6.1.1. Honeywell shall provide a one year labor and product warranty. After expiration of Honeywell's one (1) year warranty, the 25 year OEM extended warranties shall be handled and administered direct between the County and MUSCO.

1.6.1.2. Each park shall be signed off on individually when completed to start the warranty period for that park individually.

1.6.2. Subsequent Testing: Subsequent tests shall be conducted by MUSCO on lightning protection systems and equipment grounding systems every two (2) years throughout the 25-year warranty period.

1.7. Field Light Level Accountability:

1.7.1. MUSCO shall provide a Gossen 5032C light meter to the owner. Meter shall be calibrated and certification papers provided. Meter provided upon initial light test.

1.7.2. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years and shall be direct between MUSCO and Miami Dade County.

1.7.3. Miami-Dade County shall provide MUSCO full access to all poles in all Parks for future warranty work for the duration of the Warranty period.

1.7.4. Light levels will be guaranteed for 25 years +/- 10% per IBSNA RP-06-01. Light level guarantees shall be handled and administered direct between Miami Dade County and MUSCO.

1.7.5. Twenty-Five (25) Year OEM product warranty including all materials and labor to maintain operation the lighting system to original design criteria, excluding the changing of fuses. After expiration of Honeywell's one (1) year warranty, product warranty shall be handled and administered direct between Miami Dade County and MUSCO.

1.7.6. In addition to initial light test certification at project completion, MUSCO shall perform light tests on all fields once every two years for the 25 year warrantee period to verify that all light levels and uniformities meet the specifications designed for this project. MUSCO shall provide the point by point lighting diagram results of these tests to the county. MUSCO (once project is delivered to owner) will be held responsible for any and all changes needed to bring these fields back to compliance. MUSCO will be held responsible for any damage to the fields during these repairs.

1.7.7. If the county feels that light levels have fallen below the target maintained value identified in the specification at any time during the warranty period, the county may request MUSCO to conduct a full grid light test to verify compliance to specification. If light levels do not meet the target maintained value identified in the specification, MUSCO shall be required to resolve the problem and bring light levels to the target maintained value identified in the specification within 2 weeks.

1.8. Exclusions:

1.8.1. Honeywell assumes that the existing electrical wiring and the existing circuit breakers are in good operable condition and in compliance with existing codes. Any major components or wiring, not directly related to the ECM's we are performing that are discovered by Honeywell and in need of repair shall be noted and submitted to the County for a mutually agreed upon resolution.

- 1.8.2. Savings Contingency. Savings for this measure are contingent upon Miami-Dade County successfully acquiring the SDTR rider from FP&L for the fields noted above in section 1.4

**2. Building Lighting Retrofits**

Honeywell's lighting retrofit solution shall include relamp-reballast, delamp & reflector, new fixtures, conversion kits, occupancy sensor controls, and/or photocell controls and paper free blower hand dryers as indicated in "Exhibit 2 Detailed Scopes of Work," attached hereto and incorporated herein by reference. Only those fixtures and equipment specifically identified in Exhibit 2 shall be included in the scope of work.

2.1. The following standards will be adhered to:

- 2.1.1. Hazardous Waste Disposal
- 2.1.2. National Electric Code
- 2.1.3. NFPA
- 2.1.4. OSHA
- 2.1.5. NEMA
- 2.1.6. UL
- 2.1.7. IES

2.2. Existing fluorescent lighting systems shall be retrofit with electronic ballasts and high efficiency lamps as detailed in "Exhibit 2 Detailed Scopes of Work."

2.3. Incandescent lighting systems shall be retrofit with a combination of screw-in compact fluorescent lamps, screw-in LED lamps or linear fluorescent as detailed in "Exhibit 2 Detailed Scopes of Work."

2.4. Exit Signs shall be retrofit will be LED kits or new fixtures as detailed in "Exhibit 2 Detailed Scopes of Work."

2.5. Metal Halide shall be retrofit with high efficiency fluorescent fixtures, induction fixtures or LED fixtures as detailed in "Exhibit 2 Detailed Scopes of Work."

2.6. High Pressure Sodium fixtures shall be retrofit with induction or LED fixtures as detailed in "Exhibit 2 Detailed Scopes of Work."

2.7. Light Levels will be adjusted in over lit areas to match IES standards where applicable and appropriate.

2.8. No lenses or diffusers will be replaced on any retrofitted fixtures unless specifically noted in "Exhibit 2, Detailed Scopes of Work." Lenses scheduled for replacement will match existing.

2.9. Xlerator hand dryers model XL will be installed within the Zoo public restrooms and noted in "Exhibit 2 Detailed Scopes of Work".

2.10. County Responsibilities:

- 2.10.1. Honeywell assumes that the existing electrical wiring, the grounding, the existing circuit breakers, are in good operable condition and in compliance with existing codes. If a problem such as the above is uncovered it shall be documented prior to moving forward with the ECM for Honeywell and the County to determine a mutually agreeable solution.
- 2.10.2. Provide access to areas that require restricted access permits, and/or specialized escorts, and/or may have restricted access.
- 2.10.3. Any pre-existing damage to a fixture (i.e. lens) including but not limited to discoloring (yellow lenses), cracks, broken pieces, dents, chips, diffusers missing, melted plastic, permanent fingerprints, or foreign matter stains (such as ballast tar leaks) not currently identified for replacement, that are discovered, will be documented for Honeywell and the County to

determine to determine a mutually agreeable solution to be agreed to by Honeywell and the county prior to moving forward with any related work .

## 2.11. Warranty

- 2.11.1. Honeywell shall provide a one year workmanship warranty. Any manufacturer's warranties or extended warranties shall be handled direct between the County and the manufacturer.
- 2.11.2. Electronic ballast's installed on this project have a manufacturer's warranty of seven (7) years. This warranty shall be handled directly between the County and the manufacturer. Linear florescent lamps installed on this project have a manufacturer's warranty of seven (7) years. After expiration of Honeywell's one (1) year warranty, this warranty will be handled directly between the County and the manufacturer. During the warranty period, the County's staff shall replace all defective lamps and ballast's under warranty including 1st year warranty. A 2% maintenance stock of replacement lamps and ballast's, or a minimum of two for each type, shall be maintained at the County's site throughout the manufacturer's warranty period. The County shall be reimbursed \$10 for every defective GE Ultra Start linear florescent ballast replaced by their staff during the warranty period and receive new lamp and/or ballast for every defective component returned, on a one for one basis, throughout the warranty period. During the warranty period, all material exchanges and labor reimbursement will be processed by the County directly through the manufacturer.

## 2.12. Exclusions:

- 2.12.1. Situations that could not be documented at the time of walkthrough.
- 2.12.2. Concealed conditions past the existing fixture junction
- 2.12.3. Specific damage to the lighting system caused by lightning, abnormal power situations beyond Honeywell's control, and physical damage to the equipment or abnormal operation are excluded from this warranty.

## 3. Parking Lot and Exterior Pedestrian Lighting Retrofit

Honeywell shall provide the material and installation labor in order to retrofit the existing Ped Deco and Parking Lot metal halide lamps and high pressure sodium lamps with Induction Retrofit Kits and LED replacement fixtures with the same operational accessories as the existing. The exact quantities and proposed wattages of new fixtures and retrofit kits are detailed in "Exhibit 2 Detailed Scopes of Work".

- 3.1. Honeywell shall set up a bench test for one kit for each of the existing ped deco fixture types to ensure product applicability, with the OEM to observe and test the retrofitted fixtures on site. The County shall provide the appropriate location and necessary power connection to the identified fixtures, for OEM to conduct tests. At this time the manufacturer shall verify the type of mounting brackets needed (standard and/or custom) to be used for each fixture type. OEM will also verify proper operation and application of the heat sink, generator, transformer, and lamp will also be tested and checked by the OEM. The above procedure is mandatory in order to comply with and receive the manufacturer's extended warranty.
- 3.2. Honeywell Responsibilities:
  - 3.2.1. Furnish the installation labor and materials, of the Induction Retrofit Kits in the county identified Ped Decos fixtures for the quantities indicated in "Exhibit 2 Detailed Scopes of Work".
- 3.3. Warranty:
  - 3.3.1. Material warranties for the exterior site lighting will be passed through from the manufacturer to the County. For the first year, this OEM warranty will be handled directly by the lighting subcontractor per the timing below. After the first year, the warranty will be handled and

- administered directly between the County and the Manufacturer, with assistance from the lighting subcontractor.
- 3.3.2. Honeywell shall provide a one (1) year labor and parts warranty. After expiration of Honeywell's one (1) year warranty, any manufacturer's extended warranties shall be handled and administered direct between the County and the Manufacture.
  - 3.3.3. During the first year of the material warranty period the lighting subcontractor will replace failed components on a scheduled quarterly basis. The Customer must provide the lighting subcontractor with the line number(s) from the As-Built line by line and the quantity(ies) of failures.
  - 3.3.4. The warranty shall commence upon Substantial Completion of the Exterior Site Lighting project or six (6) months after the products are ordered, whichever comes first. As a result, the Exterior Site Lighting warranty will commence in advance of the overall project completion.
  - 3.3.5. Honeywell shall arrange a 10 year manufacturer's warranty for the induction retrofit kits and all OEM product warranties shall be handled direct and administered between the County and the manufacturer. This is a product replacement warranty only. No labor is included.
  - 3.3.6. Honeywell shall arrange a 5 year manufacturer's warranty for the LED fixture boards and all OEM product warranties shall be handled and administered direct between the County and the manufacturer. This is a product replacement warranty only. No labor is included.
  - 3.3.7. Honeywell shall arrange a 10 year manufacturer's warranty for the LED drivers and all OEM product warranties shall be handled and administered direct between the County and the manufacturer. This is a product replacement warranty only. No labor is included.

#### 3.4. Exclusions:

- 3.4.1. Specific damage to the lighting system caused by lightning, abnormal power situations beyond Honeywell's control, physical damage to the equipment or abnormal operation are excluded from this warranty.
- 3.4.2. Any type of fixture housing modification above and beyond the installation described above.
- 3.4.3. Any pre-existing damages in the fixture, lens or globe that cannot be accessed by removing the existing set screws.
- 3.4.4. Surge Protection within the fixtures and Lightning Protection. It is assumed such protection is built into the feeder circuits.
- 3.4.5. Honeywell assumes that the existing infrastructure will support the anticipated installation.
- 3.4.6. Fees associated with de-energizing of any overhead/underground utilities.
- 3.4.7. Local Power Company fees and electrical service connection fees.
- 3.4.8. Replacement of feeder wires or underground fault repairs.
- 3.4.9. Pole replacements and other general system infrastructure repairs.
- 3.4.10. Installation, repair, or relocation of existing poles.
- 3.4.11. Brackets, wiring and poles shall be in a serviceable condition. The County shall be notified of any brackets, wiring, poles, improper grounding or pre-existing condition found during the installation.
- 3.4.12. Should Honeywell find any of the above situations it will be documented and submitted to the County for a mutually agreed upon solution prior to moving forward with the installation.

**4. Energy Efficient Transformers**

4.1. Honeywell shall replace existing building dry type transformers with new energy efficient transformers in the locations as indicated. Only those areas and quantities specifically identified below are included in this scope of work.

4.1.1. Locations included

Country Club of Miami- One (1) 150 kva & One (1) 300 kva

Gwen Cherry Park- One (1) 75 kva

Crandon Park- One (1) 45 kva

Tropical Park- One (1) 50 kva, Nine (9) 45 kva & One (1) 25 kva

Westwind Lakes Rec Center- One (1) 75 kva

Kendall Soccer Park- One (1) 45 kva

Miami Zoo- One (1) 300 kva, One (1) 112.5 kva, Four (4) 75 kva, One (1) 50 kva, Two (2) 45 kva, One (1) 25 kva & One (1) 10 kva

4.2. New transformers shall be copper wound. Existing transformers will be disposed of and a certificate of recycle provided.

4.3. County Responsibility

4.3.1. Ensure areas are accessible and clear of any obstructions.

4.4. Exclusions:

4.4.1. Situations that could not be documented at the time of walkthrough.

4.5. Warranty

4.5.1. Honeywell shall provide a One (1) year labor and material warranty

4.5.2. Honeywell shall arrange a twenty five (25) year manufacturer's product warranty and, after expiration of Honeywell's one (1) year warranty, all product warranties shall be handled direct between the County and the manufacturer.

**5. Building Envelope Improvements**

5.1. Honeywell shall provide the below applications in the following locations as indicated in "Exhibit 2 Detailed Scopes of Work." Only those areas and quantities specifically identified in "Exhibit 2 Detailed Scopes of Work" are included in this scope of work.

5.2. Wall/Roof, Wall/Attic, and Wall/Ceiling gaps will be sealed with One (1) or Two (2) Part Polyurethane Foam.

5.3. Exterior and interior penetrations shall be foamed, caulked and/or sealed.

#### 5.4. County Responsibility

- 5.4.1. Ensure areas are accessible and clear of any obstructions.

#### 5.5. Exclusions:

- 5.5.1. Any neglected fire protection or fire caulking that is required by code.
- 5.5.2. Repair of any doors or surrounding floor areas that are not level, square, or plumb.
- 5.5.3. Specific damage caused by lightning, improper operation or use, leaks or damage of other building systems affecting installed measures, physical damage to the equipment or abnormal operation are excluded from this warranty

#### 5.6. Warranty

- 5.6.1. Honeywell shall provide a one year (1) material and labor warranty from acceptance of this ECM
- 5.6.2. During the material warranty period the building envelope subcontractor will replace failed components on a scheduled quarterly basis. The County must provide the building envelope subcontractor with the line number(s) from the As-Built line by line and the quantity(ies) of failures.

### 6. Mechanical and HVAC Improvements

#### General Requirements

- 6.1. Honeywell shall retrofit the equipment for the facilities listed below. The scope of work shall be inclusive of furnishing the necessary equipment, providing the installation labor, supervision labor, electrical reconnection, piping reconnection, insulation for newly installed piping, supports for newly installed piping and equipment, foundations for newly installed equipment and piping, start-up and commissioning of newly installed systems as needed to provide a complete and functional system. Honeywell shall provide the below applications in the following locations as indicated in "Exhibit 2 Detailed Scopes of Work." Only those areas and quantities specifically identified in "Exhibit 2 Detailed Scopes of Work" are included in this scope of work.

#### 6.2. Warranty

Warranties will begin upon acceptance of this ECM as noted per each section below. The manufacturer's warranties require preventative maintenance which is not included, except where noted in the Honeywell Service Agreement, and the OEM Preventative maintenance procedures need to be followed in order to keep all extended warranties and service agreements intact. Failure to maintain the equipment as prescribed by the OEM in their O&M manuals, and maintenance logs could result in voiding extended warranties. Manufacturer's Warranties shall be handled direct with the County and the OEM after the one year Honeywell warranty period is over. Any extended service contracts (Not maintenance) shall be handled direct with the service provider.

#### Air Cooled Chiller Plant Replacements:

#### 6.3. Country Club of Miami

Furnish & Install One (1) 75 ton air cooled chiller on existing foundation  
Reconfigure plant from primary / secondary to variable primary.  
Disconnect reconnect chiller and pump electrical to existing provisions  
Re-insulate all piping in chiller area with metal jacketed foam glass  
Factory startup

6.4. Deering Estate:

Furnish & Install One (1) 75 ton air cooled chiller on existing foundation  
Reconfigure plant from primary / secondary to variable primary.  
Disconnect reconnect chiller and pump electrical to existing provisions  
Re-insulate all piping in chiller area with metal jacketed foam glass  
Factory startup

6.5. Amazon and Beyond (Zoo):

Furnish & Install One (1) 110 ton air cooled chiller on existing foundation  
Reconfigure plant from primary / secondary to variable primary.  
Disconnect reconnect chiller and pump electrical to existing provisions  
Re-insulate all piping in chiller area with metal jacketed foam glass  
Factory startup

6.6. Dr. Wild's World (Zoo):

Furnish & Install One (1) 80 ton air cooled chiller on existing foundation  
Reconfigure plant from primary / secondary to variable primary.  
Disconnect reconnect chiller and pump electrical to existing provisions  
Re-insulate all piping in chiller area with metal jacketed foam glass  
Factory startup

6.7. Exclusions

6.7.1. Engineering load study not included unless required by the local permitting authority.

6.8. Warranty

6.8.1. Honeywell shall provide 1<sup>st</sup> year parts and labor warranty upon acceptance of this ECM. An extended warranty for years 2-10 on the chillers shall be provided by the manufacturer and handled and administered directly between the County and the manufacturer.

6.8.2. In locations where preventive maintenance are not being provided as part of this contract it will be the customer's responsibility to maintain equipment, as indicated in the manufacturer's Operation and Maintenance Manuals, to maintain extended warranties. Any Honeywell provided maintenance services will be outlined in the Honeywell service contract.

Pumping Optimizations

6.9. Country Club of Miami

6.9.1. Remove existing three way valves at air handling units and install new two way control valves.

6.9.2. Install bypass piping and bypass control valve at chiller plant including necessary pipe, valves, fittings, and insulation.

6.9.3. Remove existing pumps and install (2) new high efficiency inverter duty rated motors and pumps.

6.9.4. Install VFD's for Two (2) pumps.

6.10. Deering Estate:

6.10.1. Remove existing three way valves at air handling units and install new two way control valves.

6.10.2. Install bypass piping and bypass control valve at chiller plant including necessary pipe, valves, fittings, and insulation.

6.10.3. Remove existing pumps and install (2) new high efficiency inverter duty rated motors and pumps.

6.10.4. Install VFD's for Two (2) pumps.

6.11. Amazon and Beyond (Zoo):

- 6.11.1. Remove existing three way valves at air handling units and install new two way control valves.
- 6.11.2. Install bypass piping and bypass control valve at chiller plant including necessary pipe, valves, fittings, and insulation.
- 6.11.3. Remove existing pumps and install (2) new high efficiency inverter duty rated motors and pumps.
- 6.11.4. Install VFD's for Two (2) pumps.
- 6.11.5. Provide two (2) spare back up motors.

6.12. Dr. Wild's World (Zoo):

- 6.12.1. Remove existing three way valves at air handling units and install new two way control valves.
- 6.12.2. Install bypass piping and bypass control valve at chiller plant including necessary pipe, valves, fittings, and insulation.
- 6.12.3. Remove existing pumps and install (2) new high efficiency inverter duty rated motors and pumps.
- 6.12.4. Install VFD's for Two (2) pumps.

6.13. Variable Frequency Drives will be provided with BACnet MSTP communication.

6.14. Warranty

- 6.14.1. Honeywell shall provide 1<sup>st</sup> year parts and labor warranty upon acceptance of this ECM. An extended warranty for years 2-10 on the variable frequency drives shall be provided by Kerney and Associates and handled directly between the County and Kerney and Associates. Any limitations will be stated in the warranty certificate; preventative maintenance is not included and must be performed by the customer in accordance with OEM recommendations to keep the extended warranty intact.

Mechanical DX Systems Retrofits

6.15. Honeywell shall retrofit the equipment for the facilities as listed below. Equipment shall be York, Carrier, Trane, or equivalent. Unless specified otherwise, equipment shall be retrofitted on a like for like basis. New air cooled condensers coils shall be coated with Energy Guard for corrosion resistance.

6.16. New Equipment to be Installed:

- 6.16.1. Tropical Park
  - Furnish & Install One (1) 3.5 ton split A/C unit for manager's office (16 SEER).
  - Furnish & Install Two (2) 4 ton split A/C unit for boxing center (16 SEER).
  - Furnish & Install One (1) 3 ton split A/C unit for tennis center (16 SEER).
  - Furnish & Install One (1) 3.5 ton split A/C unit for track concessions (16 SEER).
  - Furnish & Install Four (4) 5 ton split A/C unit for community center (16 SEER).
- 6.16.2. Gould's Gym
  - Furnish & Install One (1) 25 ton high efficiency RTU
  - Connect to existing power, controls, ductwork, condensate and existing curb
  - Steel supports are excluded.
- 6.16.3. Devon Aire Park
  - Furnish & Install One (1) 5 ton split A/C unit for concessions (16 SEER).
- 6.16.4. Kendall Soccer Park
  - Furnish & Install One (1) 2.5 ton split A/C unit for recreation building (16 SEER).

- 6.16.5. Continental Park  
Furnish & Install One (1) 4 ton split A/C unit for Dice House (16 SEER).  
Furnish & Install One (1) 7.5 ton condensing unit (11.2 EER). Connect to existing AHU and convert over to 410a.
- 6.16.6. L&P Thompson Campground  
Furnish & Install One (1) 4 ton split A/C unit for campground office (16 SEER).
- 6.16.7. Palm Springs Park & Pool  
Furnish & Install One (1) 5 ton split A/C unit for recreation hall (16 SEER).
- 6.16.8. Miami Metro Zoo  
Furnish & Install One (1) 4 ton split A/C unit for Zoological Community Rooms (16 SEER).  
Provide and install a 1 ton mini-split for park office

6.17. Exclusions:

- 6.17.1. All pre-existing roof structural problems in any of the areas where the installation of roof top equipment is involved.

6.18. Warranty

- 6.18.1. Honeywell shall provide 1<sup>st</sup> year parts and labor warranty upon acceptance of this ECM. An extended warranty for years 2-10 on the cooling equipment shall be provided by Kerney and Associates and handled directly between the County and Kerney and Associates. Any limitations will be stated in the warranty certificate; preventative maintenance is not included and must be performed by the customer in accordance with OEM recommendations to keep the extended warranty intact.
- 6.18.2. The 25 ton Rooftop unit being installed at Gould's Gym does not include any extended warranties beyond a parts only (no labor) compressor warranty for year 2 through 5.

Domestic Water Heating Improvement (Solar Water Heating and Instantaneous Gas Heaters)

6.19. Honeywell shall retrofit the equipment for the facilities as listed below.

- 6.19.1. Pelican Harbor Marina  
Furnish & Install One (1) direct configured DHW solar system with PV circulating pump  
Two (2) 4' X 10' Panels (rated at 68,800 btu/day)  
One (1) 80 gallon solar hot water tank with 4,500 watt electric back-up  
One (1) 10 watt PV panel with Pump
- 6.19.2. Crandon Marina  
Furnish & Install One (1) direct configured DHW solar system with PV circulating pump  
Two (2) 4' X 10' Panels (rated at 68,800 btu/day)  
One (1) 80 gallon solar hot water tank with 4,500 watt electric back-up  
One (1) 10 watt PV panel with Pump
- 6.19.3. Tropical Park  
Furnish & Install One (1) direct configured DHW solar system with PV circulating pump  
Two (2) 4' X 10' Panels (rated at 68,800 btu/day)  
One (1) 80 gallon solar hot water tank with 4,500 watt electric back-up  
One (1) 10 watt PV panel with Pump
- 6.19.4. Tamiami Park

Furnish & Install Two (2) direct configured DHW solar systems with PV circulating pumps  
Four (4) 4' X 10' Panels (rated at 68,800 btu/day)  
Two (2) 80 gallon solar hot water tank with 4,500 watt electric back-up  
Two (2) 10 watt PV panel with Pump

6.19.5. L&P Thompson Campground  
Install Eight (8) NG Insta-hots; Two (2) units at each bath house

6.19.6. Palm Springs Park and Pool  
Furnish & Install One (1) direct configured DHW solar system with PV circulating pump  
Two (2) 4' X 10' Panels (rated at 68,800 btu/day)  
One (1) 80 gallon solar hot water tank with 4,500 watt electric back-up  
One (1) 10 watt PV panel with Pump

#### 6.20. Warranty

- 6.20.1. Honeywell shall provide 1<sup>st</sup> year parts and labor from date of acceptance of this ECM.
- 6.20.2. Six (6) year parts only manufacturer's extended warranty shall be provided upon acceptance on solar storage tanks. Warranty to be handled direct between County and the Manufacture. No labor is included in this warranty.
- 6.20.3. Ten (10) year manufacturer's extended warranty shall be provided upon acceptance on solar panels. After expiration of Honeywell's one (1) year warranty, OEM warranty to be handled and administered direct between County and Manufacturer. Parts and a Labor credit of sixty (60) dollars per panel replacement are included in this warranty.
- 6.20.4. Any limitations will be stated in the warranty certificate; preventative maintenance is not included and must be performed by the customer in accordance with OEM recommendations to keep the extended warranty intact.

#### Mechanical Retrofits

6.21. Honeywell shall retrofit the equipment for the facilities as listed below.

6.21.1. Amelia Earhart Park  
Furnish & Install One (1) 7.5HP / 480V VFD on throttled pond pump

6.21.2. Charles Deering Estate  
Convert Visitor Center AHU's to return air, duct return to unit.  
Install new O/A ductwork in Stone House basement and add OA damper.

6.22. Variable Frequency Drives will be provided with BACnet MSTP communication.

#### 6.23. Warranty

- 6.23.1. Honeywell shall provide 1<sup>st</sup> year parts and labor warranty upon acceptance of this ECM. An extended warranty for years 2-10 on the variable frequency drives shall be provided by Kerney and Associates and handled and administered directly between the County and Kerney and Associates. Any limitations will be stated in the warranty certificate; preventative maintenance is not included and must be performed by the customer in accordance with OEM recommendations to keep the extended warranty intact.

#### Life Support Pumping Optimizations

6.24. Amazon and Beyond (Zoo):

- 6.24.1. Provide and install Nema 3R VFDs for life support pumps to be rebalanced in manual mode.
  - (8) 1.5 HP / 480V
  - (4) 5 HP / 480V
  - (2) 7.5 HP / 480V
  - (2) 10 HP / 480V
- 6.24.2. Existing throttling valves to be balanced fully open.
- 6.24.3. Remove existing motors and install new high efficiency inverter duty rated motors.
- 6.24.4. Provide (1) spare back up motor for each HP size as listed below.
  - One (1) 1.5 HP / 480V.
  - One (1) 5 HP / 480V
  - One (1) 7.5 HP / 480V
  - One (1) 10 HP / 480 V

6.25. Variable Frequency Drives will be provided with BACnet MSTP communication.

#### 6.26. Warranty

- 6.26.1. Honeywell shall provide 1<sup>st</sup> year parts and labor warranty upon acceptance of this ECM. An extended warranty for years 2-10 on the variable frequency drives shall be provided by Kerney and Associates and handled directly between the County and Kerney and Associates. Any limitations will be stated in the warranty certificate; preventative maintenance is not included and must be performed by the customer in accordance with OEM recommendations to keep the extended warranty intact.

### 7. Composting Operation (Zoo)

7.1. Honeywell shall furnish and install the below composting operation including:

- 7.1.1. Furnish & Install One (1) Sixty (60) cubic yard operating in-vessel composter
- 7.1.2. Furnish & Install proper composter roof structure to adequately protect installed equipment from direct exposure to the elements.
- 7.1.3. Furnish & Install concrete slab as required for proper installation.
- 7.1.4. Feed stock mixer, trammel screen, pivot exit conveyor, and process controls
- 7.1.5. Install footers as required for proper installation of composter
- 7.1.6. Connect site water and electrical from within 50 ft of composter

7.2. Honeywell Responsibilities:

- 7.2.1. Furnish all required engineering for permitting.
- 7.2.2. Final installation shall meet EPA regulation 503 and Florida Administrative Code FAC 62-640.
- 7.2.3. Materials and wiring will meet the National Electric Code.

7.3. Customer Responsibilities

- 7.3.1. Provide electrical and water service to within 50 ft of composter site, as directed by Honeywell, installation shall be completed in a timely manner to avoid delays in project schedule.
- 7.3.2. Upgrade the existing transformer from a single phase to a 3 phase transformer

7.4. Warranty:

- 7.4.1. Honeywell shall provide a one (1) year parts and labor warranty upon acceptance of the ECM.

7.4.2. Honeywell shall arrange an extended manufacturer's warranty to be handled direct between the County and Kerney and Associates for a total of 5 years.

7.5. Exclusions:

7.5.1. Any required operational permitting costs

8. Water Conservation Upgrades

Honeywell shall retrofit the existing high-flow aerators, faucets, showerheads, sprayers, toilets, and urinals as identified in "Exhibit 2, Detailed Scopes of Work" attached hereto and incorporated herein by reference. Honeywell shall also retrofit existing battery operated flush valve and faucet sensors with manually operated types as identified in "Exhibit 2, Detailed Scopes of Work". Only those fixtures specifically identified in "Exhibit 2 Detailed Scopes of Work" are included in the scope of work.

8.1. The following standards shall be adhered to:

- 8.1.1. Uniform Plumbing Code
- 8.1.2. OSHA
- 8.1.3. UL

8.2. Honeywell shall provide:

- 8.2.1. Fixture retrofit to ensure efficient operation of retrofitted fixtures as indicated in "Exhibit 2 Detailed Scopes of Work."
- 8.2.2. Verify proper operation of all retrofitted fixtures.
- 8.2.3. Proper disposal of all removed materials in compliance with local and national codes and statutes.

8.3. County Responsibilities:

- 8.3.1. Location of Isolation Valves if possible, shall be provided by the County.
- 8.3.2. Should the isolation valves be found to be non-operational they shall be noted and submitted to the county for a mutually agreed upon solution prior to moving forward with any related work.

8.4. Warranty

- 8.4.1. Honeywell shall provide a one year (1) material and labor warranty from acceptance of this ECM
- 8.4.2. During the material warranty period the water subcontractor will replace failed components on a scheduled quarterly basis. The County must provide the water subcontractor with the line number(s) from the As-Built line by line and the quantity(ies) of failures.

8.5. Exclusions

- 8.5.1. Specific damage to the water system caused by lightning, improper water pressure, sediments or hard water beyond the manufacturer's acceptance, physical damage to the equipment or abnormal operation are excluded from this warranty
- 8.5.2. Insufficient water pressure for low flow devices.
- 8.5.3. Tile work, painting and patching except for damage caused during installation.
- 8.5.4. Wall hung Carrier maintenance
- 8.5.5. Installation of ADA fixtures where they are presently not in existence.
- 8.5.6. Replacement of any other plumbing components that are defective.
- 8.5.7. Unforeseen site conditions, unknown obstructions, impediments, and/or quality of County's water-piping system.
- 8.5.8. Non-Compatible Valves and work relating to non-compatible valve assemblies.
- 8.5.9. Cast Iron Flange repair/replacement (with new cast iron flanges).

9. Controls

9.1. Building Automation System

9.1.1. Honeywell will provide an HVAC front end to integrate all of the county's Parks Department buildings as indicated below. The new front end will be located at the Miami Dade County Parks and Recreation Department Downtown Miami Office as well as 4 other locations for work stations. The County MIS department will provide static IP addresses on each and every building in order to utilize existing networks for backhaul and to provide a cost effective means of installing a buildings integrator. New programmable thermostats with communication capabilities will be installed as well as full DDC systems on the different buildings as required. Honeywell will provide and install all required wiring and terminations to existing county network routers for communication with front end.

9.1.2. Training

9.1.2.1. 40 hours of on-site training by Honeywell

9.1.3. Programmable Thermostats

9.1.3.1. Furnish & Install new programmable thermostats with communication capability to new county wide front end and new Bacnet IP to MS/TP router for the site as listed below.

Miami Dade Parks		
Location Name	HW Site #	Quantity of T-Stats Provided
Kendall Soccer Park	4	1
Crandon Park	5	6
Haulover Park Marina Office	6	2
Deering Estate	9	10
Goulds Gym	10	7
Continental Park	11	2
Tamiami Park	12	4
Crandon Park Marina Office	13	1
Tropical Park	15	6
Blackpoint Marina	17	1
McMillan Park	19	1
Devon Air Park	21	1
Palmetto Golf Clubhouse	22	2
Palm Springs Park and Pool	23	1
L&P Thompson Campground	24	2
Homestead Bayfront Park	25	2
Trail Glades Range	26	1
Pelican Harbor Marina	27	3
Matheson Hammocks	28	2
Olinda Park	29	2

9.2. Country Club of Miami (Site #3):

*Chiller Plant*

- New DDC controller and Panel for the system
- New VFD Pump control
- Bacnet MS/TP connection to Chiller
- New bypass Valve
- New CHWTR Temp sensors and wells
- Control points for new air cooled chiller, pumps and VFDs.
- New Onicon Flow Meter for CHWTR System
- New Differential Pressure sensor
- New OATemp and Humidity Sensor
- Chilled water supply temperature reset sequence
- Chilled water pressure setpoint reset sequence

*Mechanical Rooms for Main Building (AHU-1/2/3 and AHU-4/5/6/7/8)*

- New DDC boards per AHU
- New duct Temperature sensors per AHU
- New Modulating motorized dampers actuators per AHU
- New Chilled water valve and actuator per AHU
- New filter DP switch per AHU if required
- New wall temperature sensor per AHU
- Start/Stop and Status per AHU

**9.3. Deering Estate (Site #9):**

*Visitor Center office*

- New chilled water valve

*Visitor Center Gathering Rooms (Qty 2)*

- New DDC boards per Unit
- New duct Temperature sensors per Unit
- New Modulating motorized dampers actuators per Unit
- New duct CO2 sensor on Return per Unit.
- New Chilled water valve and actuator per AHU
- New wall temperature sensor per Unit
- Start/Stop and Status per Unit
- Furnish of OA intake dampers for CO2 control sequence

*Power House and Carriage House*

- New programmable thermostats with communication capability to new county wide front end.
- New chilled water valve
- New Bacnet IP to MS/TP router for the site
- NOTE: Thermostat on art rooms with Humidity sensors included

*Chiller Plant*

- New DDC controller and Panel for the system
- New VFD Pump control
- Bacnet MS/TP connection to Chiller
- New bypass Valve
- New CHWTR Temp sensors and wells
- Controls points for new air cooled chiller, pumps and VFDs.
- New Onicon Flow Meter for CHWTR System
- New Differential Pressure sensor
- New OATemp and Humidity Sensor
- Chilled water supply temperature reset sequence
- Chilled water pressure setpoint reset sequence

*Richmond and Stone Houses ( 2 Buildings)*

- New DDC boards per Unit
- New duct Temperature sensors per Unit

New Chilled water valve and actuator per AHU  
 New Filter DP switch per Unit  
 New wall temperature sensor per Unit  
 Start/Stop and Status per Unit  
 Furnish of OA intake damper on Richmond house for Basement AHU unit

**9.4. Goulds Park Gymnasium (Site #10):**

*Main Building (AHU-1 and RTU-1/2/3)*

New DDC boards per Unit  
 New duct Temperature sensors per Unit  
 New Modulating motorized dampers actuators per Unit  
 New filter DP switch per Unit if required  
 New duct CO2 sensor on Return per Unit.  
 New wall temperature sensor per Unit  
 Start/Stop and Status per Unit  
 Furnish of OA intake dampers for CO2 control sequence  
 Exhaust Fans to be interlocked with Units

*Recreational Building*

New Bacnet MS/TP wireless receiver/transceiver to Main Building

**9.5. Black Point Marina (Site #17):**

*Park Metering*

New water flow meter with BTU and Bacnet capabilities for M&V (Qty 2)  
 New Electric Meter with Bacnet capabilities for M&V (Qty 2)  
 Customer Responsible for coordination with Electrical supplier for cut on service, if required, to perform CT installation.

**9.6. Matheson Hammocks (Site #28):**

*Park Metering*

New water flow meter with BTU and Bacnet capabilities for M&V (Qty 2).  
 New Electric Meter with Bacnet capabilities for M&V (Qty 2)  
 Customer responsible for coordination with Electrical supplier for cut on service, if required, to perform CT installation.

**MIAMI ZOO**

**9.7. Programmable Thermostats**

**9.7.1. Furnish & Install new programmable thermostats with communication capability to new county wide front end and new Bacnet IP to MS/TP router for the site as listed below**

Zoo Miami		
Location	HW Exhibit #	Quantity of T-Stats Provided
Aviary	5	3
Necropsy	6	2
Modular Building	8	3
Zoo Kitchen	9	1
Jaguar & Otter Holding Areas	10	2
Australia Exhibit	11	1

Quarantine Building	12	1
Animal Clinic	13	1
Zoological Foundation Education Center	15	2

**9.8. Cloud Forest Building (Exhibit #1):**

*(AHU-C1 and VAV-17/18/19/20/21/22/23/24/25)*

- New DDC Controller for AHU
- New duct Temperature sensors per AHU
- New Modulating motorized dampers actuators per AHU
- New Chilled water valve and actuator per AHU
- New filter DP switch per AHU if required
- Start/Stop/control and Status of VFD per AHU
- New differential pressure sensor per AHU
- New VAV controllers per VAV boxes
- New wall temperature sensor per VAV box with humidity
- Start/Stop of exhaust Fans.
- Supply Air temperature reset points and sequence
- Supply Air static pressure reset sequence and points.
- Provide the following Retro-commissioning services
  - Review drawings, submittals, control sequences for the equipment related to and serving the referenced building.
  - Retro-commission (1) air handling unit with 2-way chilled water control valve and (10) Fan powered box terminal units with electric heat
  - Verify air flow at grilles downstream of fan powered boxes. Verification limited to design documents values.
  - Work with HVAC controls contractor, as needed, to verify the design intent of the equipment operation is met.
  - Provide a written report at the completion of the above tasks.

**9.9. Administration Building (Exhibit #2):**

*Main Building (AHU-1)*

- New DDC Controller per Unit
- New duct Temperature sensors per Unit
- New Modulating motorized dampers actuators per Unit
- New filter DP switch per Unit if required
- New wall temperature sensor per Unit
- Start/Stop and Status per Unit
- Furnish of OA intake dampers
- Exhaust Fans to be interlocked with Units

**9.10. Flooded Forest Building (Exhibit #3):**

*(AHU-F1 & F2 and VAV-1 through 16)*

- New DDC Controller per AHU
- New duct Temperature sensors per AHU
- New Modulating motorized dampers actuators per AHU
- New Chilled water valve and actuator per AHU
- New filter DP switch per AHU if required
- Start/Stop/control and Status of VFD per AHU
- Supply Air temperature reset points and sequence
- Supply Air static pressure reset sequence and points.
- New differential pressure sensor per AHU
- New VAV controllers per VAV boxes

New wall temperature sensor per VAV box

**9.11. Dr Wilds World (Exhibit #4):**

*Chiller Plant*

New DDC controller and Panel for the system  
New VFD Pump control  
Bacnet MS/TP connection to Chiller  
New bypass Valve  
New CHWTR Temp sensors and wells  
Controls points for new air cooled chiller, pumps and VFDs.  
New Onicon Flow Meter for CHWTR System (Qty 1)  
New Differential Pressure sensor  
New OATemp and Humidity Sensor  
Chilled water supply temperature reset sequence  
Chilled water pressure setpoint reset sequence

*Main Building (AHU-1/2/3/4 and VAV 1/2/3/4/5)*

New DDC board per Unit  
New duct Temperature sensors per Unit  
New Modulating motorized dampers actuators per Unit  
New filter DP switch per Unit if required  
New wall temperature sensor per Unit  
Start/Stop and Status per Unit (control on variable volume Unit)  
Exhaust Fans to be interlocked with Units  
New differential pressure sensor on Variable volume AHU  
New VAV controllers per VAV boxes  
New wall temperature sensor per VAV box  
Supply Air temperature reset points and sequence  
Supply Air static pressure reset sequence and points.

**9.12. Necropsy (Exhibit #6):**

*Building*

New Bacnet MS/TP wireless receiver/transceiver to Modular Building

**9.13. Jaguar & Otter Holding Areas (Exhibit #10):**

*Chiller Plant*

New DDC controller and Panel for the system  
New VFD Pump control  
Bacnet MS/TP connection to Chiller  
New bypass Valve  
New CHWTR Temp sensors and wells  
Controls points for new air cooled chiller, pumps and VFDs.  
New Onicon Flow Meter for CHWTR System (Qty 1)  
New Differential Pressure sensor  
OATemp and Humidity Sensor as Global Point  
Chilled water supply temperature reset sequence  
Chilled water pressure setpoint reset sequence

**9.14. Australia Exhibit (Exhibit #11):**

*Building*

New Bacnet MS/TP wireless receiver/transceiver to Modular Building

**9.15. Cloud Forest Cafe (Exhibit #21):**

*Electric Sub Metering*

New Electric Meter with Bacnet capabilities for M&V (Qty 1)

Customer responsible for coordination with Electrical supplier for cut on service, if required, to perform CT installation.

New Bacnet MS/TP wireless receiver/transceiver

**9.16. Cloud Forest Gift Shop (Exhibit #22):**

*Electric Sub Metering*

New Electric Meter with Bacnet capabilities for M&V (Qty 1)

Customer responsible for coordination with Electrical supplier for cut on service, if required, to perform CT installation.

New Bacnet MS/TP wireless receiver/transceiver

**9.17. Other Project Inclusions:**

Commissioning of Honeywell furnished controls

Furnish of control Dampers

Furnish of Flow Meters and Wells

Trends on EBI for:

Differential pressure on 4 Variable CHWTR systems (included Zoo)

Flow metering on each of the 4 new Chillers (included Zoo)

Total Electrical consumption on each of the 4 new Chillers (included Zoo)

On CO2 systems: OADamper position and CO2 PPM

VFD %load for (4) pumping systems at CC Miami, Deering, Wild'd World, Amazon and Beyond

VFD % load for Westwind lakes air handling unit

Supply air static pressure setpoint for air handling units at CC Miami, Deering, Wild's World and Amazon and Beyond.

Supply air temperature for air handling units at CC Miami, Deering, Wild's World and Amazon and Beyond.

Occupied and unoccupied setpoints and alarms for all programmable thermostats and space temperature sensors.

**9.18. Warranty**

- 9.18.1. Honeywell shall provide a one year labor warranty. Any manufacturer's warranties or extended warranties shall be handled direct between the County and the manufacturer.

**9.19. Exclusions**

- 9.19.1. Monitoring or control of the smoke management system or smoke control devices.  
9.19.2. Any Fire Alarm System modifications including fire/smoke dampers, fireman's override panel or monitoring of fire/smoke dampers

## **Schedule A SOW PART 2 – GENERAL**

### **A. GENERAL CONDITIONS**

1. The County has agreed to self perform some critical portions of the work. The schedule is dependent on this work being performed timely so as not to delay the schedule, which shall be mutually agreed upon between the County and Honeywell. Any delays caused by the untimely completion of this work shall result in a delay and adjustment to the schedule, for only those components of work for which the County is responsible.
2. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
3. Any and all code references shall also include all applicable and adopted codes of the county, provided these adopted codes are not unique to Miami Dade County, and are readily available for review.
4. Any references to UL as a standard for testing shall also include any other equivalent nationally recognized testing laboratories
5. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify the County and will stop work in that area until such area has been made safe by the County, or the County's Representative, at the County's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to an extension of time of performance.
6. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
7. Electrical: Honeywell will only be responsible for repairing existing electrical wiring problems that occur within three feet (36 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Any electrical infrastructure components that are in need of repair such as with the main infrastructure, transformers, or any component not specifically identified above is not included in this scope.
8. Piping: Honeywell will only be responsible for repairing existing piping problems that occur within two feet (24 inches) of the device being installed or the nearest wall or ceiling penetration, whichever is smaller. Piping includes, but is not limited to, domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.
9. Routine maintenance: Routine clean up such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the County, or as included in Schedule K.
10. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the County.
11. The County is responsible for implementation and costs for remote Honeywell access through the County's firewall(s) to the controllers and front-end computer(s) by one (1) Measurement and Verification Specialist using the following processes:  

TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one (1) station license dedicated to the remote user.
12. Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The County is required to replace any failed "equipment" no longer warranted by Honeywell or a Honeywell subcontractor, with "equipment" of equal or greater efficiency for the full contract guarantee term.
13. Honeywell will provide information necessary for the County to apply for utility incentives. Actual dollar amount of incentive will be determined by the Utility and is not guaranteed by Honeywell.

14. Existing mechanical equipment and controls not specifically addressed in the control or mechanical sections will remain as is.
15. The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the County.
  - a. Any work not specifically stated and outlined in this scope of work.
  - b. Painting and patching of areas beyond those areas directly related to work.
  - c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).

Honeywell will comply with laws, ordinances and codes in performing its scope of work. Should Honeywell encounter existing code violations, they are excluded from its scope of work, but will be evaluated with the County to come to a mutually agreeable solution prior to moving forward.

16. Honeywell shall provide a One (1) year warranty unless stated otherwise in the Schedule A

17. Honeywell shall procure any permits required by the local jurisdiction(s).

18. Honeywell shall coordinate with County or its representatives for the operation schedule and special events calendar. Honeywell shall perform all work during normal work hours, 8:00 am till 5:00 pm. Honeywell shall perform no work on weekends or holidays or any special event day that County defines. Honeywell shall notify County and Park Managers a minimum of seven (7) days written notice for any work performed. Honeywell shall provide detailed schedule of work activities along with seven (7) days written notice for any work performed. Honeywell shall maintain full time jobsite safety barriers while work is being performed, work areas shall be restored to original conditions and barriers removed when work is complete.

19. Company shall provide equipment submittals to the County, which will review and return to Honeywell with comments and/or approvals within ten (10) working days..

#### **B. RELATED WORK SPECIFIED ELSEWHERE**

Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Schedules D and K.

## **Schedule B**

# **Pre-Existing Equipment Inventory**

Additional Information located in Exhibit 2 Detailed Scopes of Work

MIAMI DADE COUNTY PARKS AND RECREATION: LIST OF FACILITIES IN SCOPE OF WORK

Honeywell Site Number	Facility	Address	Occupancy Schedule
2	ZOO MIAMI	12400 SW 152 ST JAGR/CLD	Varies, see detail sheet
3	COUNTRY CLUB OF MIAMI	6801 NW 186 ST	6:00 am to 10:00 pm Plus Spec Events
4	KENDALL SOCCER PARK	12700 SW 80 ST	Sunrise to Sunset
5	CRANDON PARK (Including golf)	6700 CRANDON BLVD	Park-Sunrise to Sunset Office-8:00 a.m. - 5:00 p.m., seven days a week
6	HAUOVER PARK/MARINA	13700 COLLINS AVE	Sunrise to Sunset
7	AMELIA EARHART PARK	11900 NW 47 AVE	8-5 & Weekends (Seasonal)
8	GWEN CHERRY PARK & POOL	7090 NW 22 AVE	Y.E.T. Hours: 8:00 a.m. - 9:00 p.m., Monday - Friday 8:00 a.m. - 5:00 p.m., Saturday & Sunday Office Hours: 10:00 a.m. - 6:00 p.m., Monday - Friday 8:00 a.m. - 5:00 p.m., Saturday Closed on Sunday Weekends
9	DEERING ESTATE	16701 SW 72 AVE	Tickets sold 10:00 am - 4:00 pm Park closes 5:00 pm
10	GOULDS PARK	11350 SW 216 ST	Park Hours: 8:00 a.m. - 9:00 p.m., Monday - Friday 8:00 a.m. - 5:00 p.m., Saturday & Sunday Office Hours: 8:00 a.m. - 3:00 p.m., Monday - Friday 8:00 a.m. - 12:00 p.m., Saturday Closed on Sunday
11	CONTINENTAL PARK	SW 82 AVE & SW 100TH ST	Park Hours: Sunrise to Sunset Office Hours: 9:00 a.m. - 6:00 p.m., Monday - Friday Closed on Saturday & Sunday
12	TAMIAMI PARK	11201 SOUTHWEST 24TH ST	Sunrise to Sunset Office Hours: 9:00 a.m. - 5:00 p.m., Monday - Friday
13	CRANDON MARINA	4000 CRANDON BLVD	Boat Ramp: Open 24 hours Office Hours: 8:00 a.m. - 5:00 p.m., seven days a week
14	THREE LAKES PARK	13375 SW 136 ST	Sunrise to Sunset
15	TROPICAL PARK	7960 SW 40 ST	Park Office - 8:00 a.m. - 5:00 p.m., Monday - Friday 9:00 a.m. - 5:00 p.m., Saturday & Sunday Fields - 6:45-9:15pm
16	PLUMWOOD PARK	9855 HAMMOCKS BLVD	Sunrise to Sunset
17	BLACK POINT MARINA	24775 SW 87 AVE	Park: Sunrise - Sunset Office: 8:30 a.m. - 4:30 p.m., seven days a week Marina: Open 24 hours
18	KENDALL INDIAN HAMMOCKS PARK	11390 SW 79 STREET	Sunrise to Sunset Sports Fields until 10pm

MIAMI DADE COUNTY PARKS AND RECREATION: LIST OF FACILITIES IN SCOPE OF WORK

Honeywell Site Number	Facility	Address	Occupancy Schedule
19	MCMILLAN PARK	6001 SW 133 AVE	Park Hours: Monday - Closed Tuesday - Saturday 9:00 a.m. to 10:00 p.m. Sunday - 8:00 a.m. to 5:00 p.m.
20	WESTWIND LAKES REC CENTER	6805 SW 152ND AVE	Park Hours: Sunrise to Sunset Office Hours: 9:00 a.m. - 6:00 p.m., Monday - Friday Closed on Saturdays & Sundays
21	DEVON AIRE PARK	SW 104 ST & SW 122 AVE	Sunrise to Sunset      Rec Center 10am to 6pm
22	PALMETTO GOLF COURSE	9300 SW 152 ST	7 AM 11 PM dally
23	PALM SPRINGS PARK & POOL	7985 NW 176 ST	3:00 p.m. - 8:00 p.m., Monday-Friday 10:00 a.m., Saturday
24	L&P THOMPSON CAMPGROUND	18100 SW 125 AVE	9:00 am to 10:00 pm
25	HOMESTEAD BAYFRONT PARK	SW 97TH AVE & N CANAL DRIVE	7 to 6 pm
26	TRAIL GLADES RANGE	17601 SW 8 ST	Mondays & Tuesdays: Closed. Wednesdays: 9 a.m. - 6 p.m. Thursdays & Fridays 1 p.m. - 9 p.m. Saturdays & Sundays: 9 a.m. - 6 p.m.
27	PELICAN HARBOR PARK & MARINA	1275 NE 79 ST	Park: Sunrise - Sunset Office Hours: 8:00 a.m. - 5:00 p.m., seven days a week
28	MATHESON HAMMOCKS	9610 OLD CUTLER RD	Park: Sunrise - Sunset Office Hours: 8:00 a.m. - 5:00 p.m.
29	SOUTHRIDGE PARK	11250 SW 192 STREET	Park Hours: Sunrise to Sunset Office Hours: 10:00 a.m. - 6:00 p.m., Monday - Friday 8:00 a.m. - 4:00 p.m., Saturday Closed on Sunday
30	COLONIAL PARK	10750 SW 156 TERRACE	Sunrise to Sunset
32	CHAPMAN PARK	13601 DEERING BAY DRIVE	Sunrise to Sunset Office Hours: 8:00 a.m. - 5:00 p.m., Monday - Friday 9:00 a.m. - 5:00 p.m., Saturday & Sunday
34	WEST PERRINE	17121 SW 104 AVE	Sunrise to Sunset Office Hours: 10:00 a.m. - 6:00 p.m., Monday - Friday 8:00 a.m. - 4:00 p.m., Saturday Closed on Sunday
35	MILLERS POND PARK	13350 SW 47 STREET	Park Hours: Sunrise to Sunset Office Hours: Monday - Closed 10:00 a.m. - 11:00 a.m. Tuesday - Saturday 10:00 a.m. - 6:00 p.m. Sunday
36	LITTLE RIVER PARK	10525 NW 24 AVE	Park Hours: Sunrise to Sunset; closed on Saturday Office Hours: 10:00 a.m. - 6:00 p.m., Monday - Friday Closed on Saturday & Sunday
40	Ollinda Park	5100 NW 21st AVE	Closed for Renovation

Facility Name:  
GENERAL NOTES:

Zoo

Front entrance and gift shop will be demoed next year (fall 2013)

Facility Name:	Dr Wild's World		
Outdoor Lighting:	Pedestrian Quantity/Type	MINIMAL	
Building Lighting	Type	T8	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	HIGH FLOW, NO SENSORS	
Existing dry type Transformers: size/manufacturer/model number:			
Existing HVAC Equipment:	Quantity	4	1 2
	Type	CHILLED WATER AHU	AIR COOLED CHILLER 3 HP PUMPS
Model and Serial Numbers		TRANE	TRANE RTAA080
		AHU-1 and AHU-2 are small	80 tons
		AHU-2, 25 hp, 15 kW elec heat	44.4 deg F to 41.5 deg F delta T
		operates constant volume reheat	30K run hours compressor 1 28K run hours compressor 2
Age	10 YEARS	10 YEARS	OLD
General Condition	FAIR	FAIR	OLD
HVAC Controls:	yes/no/type	TRANE CONTROLS, NO VFDS ON ANY EQUIPMENT building is running constant volume reheat 24/7	
Building Envelope Condition		FAIR	
Other Notes:		ROTATING EXHIBIT TYPE EXHIBIT HALL	

Facility Name:	Amazon and Beyond (Cloud Forest and Flooded Forest)		
Outdoor Lighting:	Pedestrian Quantity/Type	MINIMAL	
Building Lighting	Type	32 WT8	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	LOW FLOW FIXTURES WITH BATTERY OPERATED SENSORS. ZOO SPENDS \$6400/YEAR IN BATTERIES	
	Number of Urinals and flow type:	2	
	Number of Sinks and flow type:	5	

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Existing dry type Transformers: size/manufacturer/model number:

EE TYPE		
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Existing HVAC Equipment: Quantity

(1) at Cloud Forest	2	3
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Type

(4) at Flooded Forest		
CHILLED WATER AHU	AIR COOLED CHILLER	CHW PUMPS
Cloud Forest AHU 2-way valve running wild. 50 deg leaving air setpoint with VAVs reheating	Chiller operating at 46.7 deg to 45 deg delta T	
Cloud Forest VAV boxes have 49 deg air upstream and 69 degree downstream. System appears to be running constant volume reheat causing low humidity issues for reptiles. VAV 222 has 4 kW heater and 1/3 hp fan	10,000 compressor run hours	
Flooded Forest AHUs have 2-way valves 100% open with balancing valves throttled down. Outside air is closed.		

Model and Serial Numbers

TRANE	RTAA1254Y701	
-------	--------------	--

HVAC Controls: yes/no/type

TRANE CONTROLS, NO GRAPHICS, NO VFDS ON PUMPS.		
Cloud Forest has (6) Tsensors		

Building Envelope Condition

FAIR		
------	--	--

Other Notes:

Process pumps run 24/7		
Cloud Forest		
(2) 5 HP pumps with discharge valves throttled down 50%		
(2) 10 HP pumps with discharge valves throttled down 50%		
(12) 1.5 HP pumps with discharge valves throttled down		
Flooded Forest		
Tank has (2) 7.5 hp premium eff pumps with discharge valves throttle down 50%		

**Facility Name: Adm**

Outdoor Lighting: Pedestrian Quantity/Type

--	--	--

Building Lighting Type

T12s, 800W HIDs		
-----------------	--	--

Controls?

NO, LARGE PORTION OF HIDs ON ALL NIGHT		
--	--	--

Water Conservation: Number of Toilets and flow type:  
Number of Urinals and flow type:  
Number of Sinks and flow type:

	6	
	1	1 GPF URINALS, 3.8 GPF TOILETS
		2.2 GPM

Existing dry type Transformers: size/manufacturer/model number:

SYLVANIA SN2940050		
--------------------	--	--

Existing HVAC Equipment: Quantity

	1	2
--	---	---

Type

80 TON YORK DX UNIT	DX UNITS FOR CLASSROOM	
---------------------	------------------------	--

Age

	OLD	
--	-----	--

General Condition

GOOD		
------	--	--

HVAC Controls: yes/no/type

PROGRAMMABLE TSTAT set to 72 degrees on hold		
--	--	--

Building Envelope Condition

POOR		
------	--	--

Other Notes:

POTENTIAL ECMS ARE LIGHTING AND CO2 control		
---	--	--

Facility Name:	Aviary		
Outdoor Lighting:	Pedestrian Quantity/Type	ABOUT A DOZEN POLE FIXTURES LEFT ON DURING DAY	
Building Lighting	Type	LOTS OF PAR LIGHTING	
Controls?		NO CONTROLS	
Existing dry type Transformers: size/manufacturer/model number:		TWO STANDARD EFFICIENCY TRANSFORMERS	
Existing HVAC Equipment:	Quantity	2	
	Type	LARGE DX RTUS (COULD NOT ACCESS)	
HVAC Controls:	yes/no/type	TRANE DDC, AC SET AT 65 DEGREES!	
Building Envelope Condition		POOR	

Facility Name:	Modular Buildings		
Outdoor Lighting:	Pedestrian Quantity/Type	NONE	
Building Lighting	Type	T8s	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	A FEW OF EACH	
Existing HVAC Equipment:	Quantity	3	
	Type	BARD PACKAGED UNITS	
	Age	2 YEARS	
	General Condition	GOOD	
HVAC Controls:	yes/no/type	MANUAL THERMOSTATS	
Building Envelope Condition		GOOD	
Other Notes:		PROGRAMMABLE TSTAT ECM POTENTIAL	

Facility Name:	Necropsy		
Outdoor Lighting:	Pedestrian Quantity/Type	none	
Building Lighting	Type	T12s	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	MINIMAL	
Existing HVAC Equipment:	Quantity	1	
	Type	100% OUTSIDE AIR UNIT FOR NECROPSY ROOM	
	General Condition	RELIEF AIR DAMPER INTERLOCK NOT WORKING	
HVAC Controls:	yes/no/type	PROGRAMMABLE TSTAT, BUT MANUALLY TURNED OFF WHEN NOT OCCUPIED	

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Facility Name:		Quarantine Building	
Outdoor Lighting:	Pedestrian Quantity/Type	NONE	
Building Lighting	Type	T12s	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	MINIMAL	
Existing HVAC Equipment:	Quantity	1	
	Type	100% OUTSIDE AIR ADDISON DX RTU UNIT CONDITIONS SPACE ORIGINALLY DESIGNED FOR ANIMAL HOLDING SPACE NOW IS USED AS OFFICE SPACE	
	Age	RELATIVELY NEW	
	General Condition	GOOD	
HVAC Controls:	yes/no/type	MANUAL TSTATS	
Building Envelope Condition		FAIR	
Other Notes:		CONSIDER ADDING PTAC FOR FRANK'S OFFICE	

Facility Name:		Weeks Animal Clinic	
Outdoor Lighting:	Pedestrian Quantity/Type	NA/A	
Building Lighting	Type	T8s	
Controls?		NO	
Water Conservation:	Number of Toilets and flow type:	LOW FLOW FIXTURES	
Existing HVAC Equipment:	Quantity	RTUs	
	General Condition	LOOK TO BE OK	
HVAC Controls:	yes/no/type	MANUAL TSTATS, AC TURNED OFF AND ON WHEN IN USE	
Building Envelope Condition		OK	
Other Notes:		POTENTIAL ECMs ARE LIGHTING AND WATER	

Facility Name:		Koala Building	
Outdoor Lighting:	Pedestrian Quantity/Type	NA/A	
Building Lighting	Type	T12s	
Controls?		NO, LEFT ON AT NIGHT AND PLENTY OF DAYLIGHTING POTENTIAL DURING DAY	
Existing HVAC Equipment:	Quantity	2	
	Type	5 TON DX SPLITS	
	Age	RELATIVELY OLD	
	General Condition	FAIR	
HVAC Controls:	yes/no/type	MANUAL TSTATS	
Building Envelope Condition		FAIR	

Facility Name:		Zoo Kitchen and Storage		
Outdoor Lighting:	Pedestrian Quantity/Type	NONE		
Building Lighting Controls?	Type	T8S AND METAL HALIDES		
		NO		
Water Conservation:	Number of Toilets and flow type: Water Heaters: Size/Model/Serial	NONE		
		OLD WATER HEATER		
Existing HVAC Equipment:	Quantity		1	
	Type	DX SPLIT		
	General Condition	FAIR		
HVAC Controls:	yes/no/type	MANUAL TSTATS		
Building Envelope Condition		FAIR		

Facility Name:		Maintenance Building		
Outdoor Lighting:	Pedestrian Quantity/Type	NONE		
Building Lighting Controls?	Type	32WT8S AND METAL HALIDES		
		NO		
Water Conservation:	Number of Toilets and flow type:	NONE		
Existing HVAC Equipment:		NONE		
HVAC Controls:	yes/no/type	N/A		
Building Envelope Condition		OPEN BUILDING		
Other Notes:		MAINLY A LIGHTING OPPORTUNITY		

Facility Name:		Giant River Otter		
Outdoor Lighting:	Pedestrian Quantity/Type	MINIMAL		
Building Lighting Controls?	Type	NONE		
Water Conservation:	Number of Toilets and flow type:	NONE		
Existing HVAC Equipment:	Quantity		1	
	Type	DX split		
HVAC Controls:	yes/no/type	(1) programmable Tstat in office		
Other Notes:		HAVE HAD MANY LEAKS IN DOMESTIC WATER. STURCTURE SETTLED ONE YEAR AFTER CONSTRUCTION ABOUT 3 YEARS AGO.		
		Process Pumps (2) 5 HP pumps with discharge valves throttle down 60% open		
		(4) 1.5 HP pumps with discharge valves throttle down 50%		

Utility Name

City of Miami Club House

Total Park Building Sq. ft.

32,952

Building Envelope	
Percent Glass	Direction
15%	N
75%	W
0%	S
20%	E

Length	Width (Orientation Wall)
150	120

Number of Floors	Area
1	18000

City Gas Floor to Ceiling Distance  
3155 12

American Meter Orientation  
1184658 E

Wall Type  
Stucco  
Glass Type  
Single Clear  
Roof Type  
Metal

Construction Tightness  
Comments:  
Tight Const

Vending Misers  
Snack Machine Quantity

Cold Beverage Quantity  
1

Building Dry type Transformers  
Model Numbers and AMP/voltage  
35149-17212-069 480V 180 Amp  
Clubhouse  
35949-17212-048 480v 360 Amp  
Cart Barn

Building Load

People Activity Type

Golf Club House

People Density Unit  
6

Lighting Type Portion of Building (%)

CFL 30%

IC 15

T-12 55

Schedules and Set points

Occupancy Start Stop

See Schedule

Lighting

See Schedule (No Lighting Control)

Misc. Equipment

4 Drink Cooler

1 Food Cooler

Ventilation (Exhaust Fan/Outside Air)

84

Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Heaters	Model Number	kW
	E30506AAG	4.5

HVAC Equipment

Equipment Type:  
Air Cooled

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints  
Trane Tracer. Chillers and pumps run 24/7. At Barn chiller delta T was 4 degrees

Occupied Cooling Set point	70°F
Occupied Heating Set point	66°F
Unoccupied Cooling Set point	70°F
Unoccupied Heating Set point	66°F

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm)
	Chiller	Trane	RTAA0804XM01A3DOBGKMN	U02E04600		20	POOR	
					(3) AHUs in west room need replacing			
					(4) AHUs in east room need replacing			















Facility Name

Spring Estates Visitors Center

Approximate Total Park Building Sq. ft. 40,000

Building Envelope	
Percent Glass	Direction
15%	N
15%	W
25%	S
75%	E

Length	Width (Orientation Wall)

Number of Floors	Area
1	3900

Electric Meter	1	3900
PL - 57497987	Floor to Ceiling Distance	

Average	20
---------	----

Orientation	N
Wall Type	Stucco
Glass Type	Double Pane
Roof Type	Pitched metal
Construction Tightness	Average Construction
Comments:	

Vending Misers	
Snack Machine Quantity	
Cold Beverage Quantity	
Building Dry type Transformers	
Model Numbers and AMP/voltage	

Building Load

People Activity Type	
Meeting Rooms and Admin area	
People Density	Unit
Varies	
Lighting Type	Portion of Building (%)
CFL	0%
IC	0
T-12	0

Schedules and Set points

Occupancy	Start	Stop
Meeting Rooms - varies		
Administration	10AM	5PM
Lighting		
Exterior	5PM	7AM
Halogen bulbs used in meeting room		
Parking lights - 10 HPS		
Misc. Equipment		
3 PCs		
1 Printer/Copier		
Ventilation (Exhaust Fan/Outside Air)		
100% OA Units for the meeting rooms		

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Manual thermostats

Occupied Cooling Set point	70°F
Occupied Heating Set point	70°F
Unoccupied Cooling Set point	70°F
Unoccupied Heating Set point	70°F

92  
Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Heaters	
Model Number	kW

HVAC Equipment  
Equipment Type:  
Building Fed by chilled water loop

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
	Fan Coil Unit	Trane	BCV0242AD0C12	R97L53982		15	Fair	
	Fan Coil Unit	Trane	MCCA006	K97M41028A		15	Poor	
	Fan Coil Unit	Trane	MCCA006	K97M41019A		15	Poor	





Building Name

Building Estates Old Power House

Building Envelope

Percent Glass	Direction
15%	N
15%	W
15%	S
15%	E

Length Width (Orientation Wall)

Number of Floors Area

1 1350

Floor to Ceiling Distance

Average 12

Orientation

N

Wall Type

Stucco

Glass Type

Single pane

Roof Type

Pitched metal

Construction Tightness

Comments:

Average Construction

Vending Meters

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/voltage

Building Load

People Activity Type

2 artist studios with vaulted ceilings

People Density

Unit

2

Lighting Type

Portion of Building (%)

CFL 0%

IC 0

T-12 0

Schedules and Set points

Occupancy

Start Stop

Varies

Lighting

No lighting controls

CFL's and T8's

Misc. Equipment

Ventilation (Exhaust Fan/Outside Air)

None

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Manual thermostats

Occupied Cooling Set point

70°F

Occupied Heating Set point

70°F

Unoccupied Cooling Set point

70°F

Unoccupied Heating Set point

70°F

Boilers

Notes on Age and Type of Chemical Treatment, Covers, etc.

one

Water Heaters

Model Number KW

IVAC Equipment

Equipment Type:

Building Fed by chilled water loop

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
	(2) small fan coil units	Trane				15	Poor	

**Facility Name**

Deering Estates Old Pump House

Building Envelope	
Percent Glass	Direction
15%	N
15%	W
15%	S
15%	E

Length Width (Orientation Wall)

Number of Floors Area  
1 1800

Floor to Ceiling Distance

Average 9

Orientation

E

Wall Type

Stucco

Glass Type

Single pane

Roof Type

Pitched metal

Construction Tightness

Comments:

Average Construction

Vending Misers

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/voltage

96

Pools

Notes on Age and Type of Chemical Treatment, Covers, etc.

None

Water Heaters

Model Number	RW

HVAC Equipment

Equipment Type:

Building Fed by chilled water loop

Building Load

People Activity Type

Classroom type space

People Density Unit

Varies

Lighting Type Portion of Building (%)

CFL 0%

IC 0

T-12 0

Schedules and Set points

Occupancy	Start	Stop
Monday - Friday	8AM	5PM

Lighting

No lighting controls

CFL's and TB's

Misc. Equipment

Ventilation (Exhaust Fan/Outside Air)

None

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Accustat thermostat

Occupied Cooling Set point 70°F

Occupied Heating Set point 70°F

Unoccupied Cooling Set point 70°F

Unoccupied Heating Set point 70°F

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/ctm/etc.)
	(1) fan coil unit	Trane				15	Poor	



Building Name

Building Estates | Richmond House

Building Envelope

Percent Glass	Direction
35%	N
35%	W
35%	S
50%	E
Length	Width (Orientation Wall)
Number of Floors	Area
3	15

Floor to Ceiling Distance

Average 9

Orientation

E

Wall Type

Stucco

Glass Type

Single pane

Roof Type

Pitched metal

Construction Tightness

Comments:

Average Construction

Vending Milers

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/voltage

Building Load

People Activity Type

Some offices, gathering rooms, and bedrooms

People Density Unit

Varies

Lighting Type Portion of Building (%)

CFL 0%

IC 0

T-12 0

Schedules and Set points

Occupancy Start Stop

Monday - Friday 10AM 5PM

Lighting

No lighting controls

CFL's and T8's

Misc. Equipment

Kitchen equipment in basement - Not operational

Ventilation (Exhaust Fan/Outside Air)

Large AHU in basement has OA entering from an open window in the basement crawl space

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

The same Building automation system as the stone house. Trane system with a very limited service contract. Significant number of temperature sensors on the BAS system are faulty. A number of areas have space temperatures that are uncontrollable due to wild valves

Occupied Cooling Set point 70°F

Occupied Heating Set point 70°F

Unoccupied Cooling Set point 70°F

Unoccupied Heating Set point 70°F

86

Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Heaters

Model Number	KW	Elements
288		16 Elements

HVAC Equipment  
 Equipment Type:  
 Building Fed by chilled water loop

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
3rd Floor	(3) small fan coil unit	Trane			Some units with coils running wild	15	Poor	
2nd Floor	(4) small fan coil unit	Trane			Some units with coils running wild	15	Poor	
1st Floor	(4) small fan coil unit	Trane			Some units with coils running wild	15	Poor	

86

Utility Name

ings Estates Chiller Plant

Air cooled Trane chiller with 2 alternating 7.5 HP pumps – 1998 installation
- Model # RTAA070AY101B3D0BQ
- Serial # U98D0951S
2 compressors but one compressor locked out to alternate. 65000 runhours
Chilled water set point was 44 degrees
Return water was 49 degrees with an outside temperature of 79 degrees
Kohler Generator housed in the same building
- 205 kW
- 256 kVA
- Model # 2008OZD
- Serial # 395629
- Used for critical operation only
Two chilled water pumps alternate ever Monday at 9A
- P-1 Baldor M3710T – 1770 RPM
- P-2 Baldor M3710T – 1725 RPM
7.5 hp each, 87.5% nom eff.







Facility Name

Continental	Tennis Building	
Building Envelope		
Percent Glass	Direction	
	0%	N
	0%	W
	0%	S
	0%	E
Length	Width (Orientation Wall)	
Number of Floors	Area	
	1	500
Floor to Ceiling Distance		
Average	10	
Orientation	N	
Wall Type	Stucco	
Glass Type	Single pane	
Roof Type	Flat asphalt	
Construction Tightness	Comments:	
Average Construction		

Vending Mixers	
Snack Machine Quantity	
Cold Beverage Quantity	
Building Dry type Transformers	
Model Numbers and AMP/voltage	

Pools

Notes on Acre and Type of Chemical Treatment, Covers, etc.

None

Water Heaters

Model Number	kW	
03		

HVAC Equipment

Equipment Type:

Window unit

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
					Small window unit - Does not appear to be used much		poor	

Building Load

People Activity Type

Office and storage space

People Density

Unit

2

Lighting Type

Portion of Building (%)

CFL 0%

IC 0

T-12 0

Schedules and Set points

Occupancy

Start Stop

Facility - 7 days a week

8AM 7PM

Lighting

96 Tennis court lights

Interior lights - TB no control

Parking lights - 6 HPS - Photocell

Misc. Equipment

Ventilation (Exhaust Fan/Outside Air)

None

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable, Tstat actually programmed (note setpoints above)

Manual

Occupied Cooling Set point

°F

Occupied Heating Set point

°F

Unoccupied Cooling Set point

°F

Unoccupied Heating Set point

°F

Facility Name

Facility Name	Dice House	
Building Envelope		
Percent Glass	Direction	
	30%	N
	30%	W
	30%	S
	30%	E
Length	Width (Orientation Wall)	
Number of Floors	Area	
	1	1250
Floor to Ceiling Distance	Average	
	9'	
Orientation	Vending Mixers	
N	Snack Machine Quantity	
Wall Type	Cold Beverage Quantity	
Wood		
Glass Type	Building Dry type Transformers	
Single pane	Model Numbers and AMP/voltage	
Roof Type		
Pitched asphalt		
Construction Tightness		
Comments:		
Average Construction		

Building Load

People Activity Type		
Used as an aerobics facility		
People Density	Unit	
	5	
Lighting Type		
Portion of Building (%)		
CFL	100%	
IC	0	
T-12	0	
Schedules and Set points		
Occupancy	Start	Stop
varies		
Lighting		
Misc. Equipment		
Refrigerator - 18 CF approximately 10 to 15 years old		
Ventilation (Exhaust Fan/Outside Air)		
None		

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Thermostat actually programmed (note setpoints above)	
Manual Thermostat	
Occupied Cooling Set point	72°F
Occupied Heating Set point	72°F
Unoccupied Heating Set point	72°F

Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Heaters	
Water Heater	kW
Water Heater	2.5

AC Equipment

Equipment Type:	DX
-----------------	----

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
	Split DX	Rheem	RAND-060JBZ	7307M300604173		7	Fair	5

Facility Name

Tartiermi Park

Total Park Building Sq. ft. 273,137

Building Envelope		
Picture #s	Percent Glass	Direction
001-055		

Length	Width (Orientation Wall)

Number of Floors	Area
1	

Floor to Ceiling Distance	Orientation

Wall Type	Stucco/Block	Glass Type
		0

Roof Type	Ashpall Shingles

Construction Tightness	Comments:
Good	

Water Heaters	Model Number	kW
Maint bldg		3kw

HVAC Equipment			
Equipment Tag	Type	Manufacturer	Model
Rec Center	Condensing Unit	RUUD	(3)N/A
Pool	Condensing Unit	Fujitsu	-2
	Condensing Unit	RUUD	N/A
		BARD	2
Maintenance	RTU		
Notes			

Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
	10 SEER	1996		5 tons
	13SEER	2003	FAIR	2.0TONS
	13SEER		FAIR	3.0TONS
			POOR	
	10 SEER			2.5 ton

- Possible ECM's
1. Sports Lighting
  2. Building Lighting
  3. Parking Lot Lighting
  4. Lighting Controls

6. High E Motor Pool
8. High E Transformer

Vending Mixers	Snack Machine Quantity
	0
Cold Beverage Quantity	
	2

Building Dry type Transformers	
Model Numbers and AMP/voltage	
(1) 9T23B3873, 480/208v, 45kVa, 5.43 IMP	

Building Load	
People Activity Type	Unit
Sports Fields/ Pool	
People Density	
Lighting Type	
Portion of Building (%)	
T8, T12 Indoor	100%
Sodium Wall Pack, Exterior Building	100%
Sports Lighting/Parking Lot Fixtures	Mixed

Schedules and Set points	
Occupancy	
Park Hours: Sunrise to Sunset	
Office Hours:	
9:00 a.m. - 5:00 p.m., Monday - Friday	
Summer Public Swim Hours	
12:00 p.m. - 3:00 p.m., Monday-Friday	
8:00 p.m. - 9:00 p.m., Monday-Friday	
12:00 p.m. - 4:00 p.m., Saturday	
Non-Summer Public Swim Hours	
12:00 p.m. - 3:00 p.m., Monday-Friday	
6:30 p.m. - 9:00 p.m., Monday-Friday	
12:00 p.m. - 4:00 p.m., Saturday	

Other	
(2) 25HP Pool Pump Motors	
(1) 5HP Pool Pump Motor	

Controls  
Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Rec Center programmed to 72 deg 7 days 6am to 8pm, 78 deg setback. Office set to 24/7 70 deg. Rec Center has (3) stats with router on site. Maintenance bldg has (1) stat with router on site.

Occupied Cooling Set point	
	°F
Occupied Heating Set point	
OFF	°F
Unoccupied Cooling Set point	
	°F
Unoccupied Heating Set point	
OFF	°F



Facility Name

Three Lakes Park Concessions Bldg

Approximate Total Park Building Sq. ft.

500

Building Envelope

Percent Glass	Direction
0%	N
0%	W
0%	S
0%	E

Length Width (Orientation Wall)

Number of Floors Area

1 500

Floor to Ceiling Distance

Average 8

Orientation

Wall Type

Stucco

Glass Type

None

Roof Type

Pitched Metal

Construction Tightness

Comments:

Average Construction

Vending Misers

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/voltage

Building Load

People Activity Type

Concessions, storage and restrooms

People Density Unit

varies

Lighting Type Portion of Building (%)

CFL 0%

IC 0

T-12 0

Schedules and Set points

Occupancy Start Stop

varies

Lighting

4 HPS Exterior wall packs on facility

Sports lights MUSCO - 144 total lights

Misc. Equipment

Possible refrigeration in concessions but no access

Ventilation (Exhaust Fan/Outside Air)

None

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

None

Occupied Cooling Set point °F

Occupied Heating Set point °F

Unoccupied Heating Set point °F

Notes on Age and Type of Chemical Treatment, Covers, etc.

None

Water Heaters

Model Number kW

No Access

107

107

Facility Name

Tropical Park

Building Envelope  
Percent Glass      Direction

Picture #s  
092-167

Length      Width (Orientation Wall)

Number of Floors      Area

Floor to Ceiling Distance

Orientation

Wall Type  
Stucco/Block  
Glass Type      0

Roof Type  
Asphalt Shingles

Construction Tightness  
Comments:  
Good

Total Park Building Sq. ft. 230,055

Vending Meters  
Snack Machine Quantity      0

Cold Beverage Quantity      4

Building Dry type Transformers  
Model Numbers and AMP/voltage  
(1) EE24S3H, 240/480V, 25kVa, 104/52AMPS  
(1) NMK075KB, 480V/208, 75kVa,  
(1) T-1-59020-3,240/480,50kVa

Building Load  
People Activity Type  
Wellness Center/Tennis Office/Rec Offices  
People Density      Unit

Lighting Type      Portion of Building (%)  
T12, T8, Indoor      100%  
Sodium Wall Pack, Exterior Building      100%  
Sports Lighting/Parking Lot Fixtures      Mixed

Schedules and Set points

Occupancy	Start	Stop
Building	8:00am	5:00pm
Park	Sunrise	Sunset
Lighting		

Misc. Equipment  
Irrigation Pumps      25HP  
(2) Ice Freezers

Ventilation (Exhaust Fan/Outside Air)  
Bathrooms (Timers)  
Building      Sunrise      Sunset  
Building      Building      9:00am      5:00pm

Pools  
Notes on Age and Type of Chemical Treatment, Covers, etc.

N/A, No Pool

Controls  
Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Stadium has (1) Tstat not programmed, Office has (1) Tstat set to 72deg 6am-6pm, 78 deg set back. Maintenance building has (1) stat. Wellness Center has (4) Tstats. Tennis Center has (1) Tstat. Boxing has (1) Tstat. Most stats are not programmed.

Water Heaters

Model Number	KW	gal
Office	3 KW	30 gal
Wellness	3.5 KW	30 gal
Tennis Center	?? Could not access	
Stadium	9 KW	80 Gal for showers

Occupied Cooling Set point      °F

Occupied Heating Set point      °F

Unoccupied Cooling Set point      °F

Unoccupied Heating Set point      °F

HVAC Equipment  
Equipment Type:  
Split DX

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
Main Bldg	Condensing Unit	Ruud	UAMB-024J8Z	6314F120204700	13SEER	3/1/2002	FAIR	2.0TON
Stadium Locker Room	Condensing Unit	Goodman	GSC130421BB	1104758911	13 +	11/1/2004	FAIR	3.5TON
Boxing Center	Condensing Unit	Ruud	(2)UAMB-024J8Z	N/A	10SEER	2001	FAIR	(2) 4 ton
Tennis Center	Condensing Unit	Ruud	UAMB-036J8Z	N/A	10SEER	6/1/2002	FAIR	3.0TON
Welcome center	Condensing Unit	Trane	2TTR3036A1000AA	7282XR24F	13SEER	7/1/2007	GOOD	3.0TON
Managers Office	Condensing Unit	Ruud	N/A		10SEER	2003		3.5TON
Wellness Center	Condensing Unit	Ruud	(4) N/A		10SEER	1995	GOOD	5.0TON
Notes								

- Possible ECM's
1. Sports Lighting
  2. Building Lighting
  3. Parking Lot Lighting
  4. Lighting Controls
  5. High E Motor
  6. High E Transformer



Facility Name

Blackpoint Marina Main Office

Approximate Total Park Building Sq. ft.

625

Building Envelope	
Percent Glass	Direction
30%	N
30%	W
30%	S
30%	E

Length	Width (Orientation Wall)

Number of Floors	Area
1	625

Floor to Ceiling Distance	Average
	10
Orientation	
N	
Well Type	
Brick veneer	
Glass Type	
Single pane	
Roof Type	
Pitched metal	
Construction Tightness	
Comments:	
Average Construction	

Vending Meters	
Snack Machine Quantity	
Cold Beverage Quantity	
Building Dry type Transformers	
Model Numbers and AMP/voltage	

Building Load

People Activity Type	
Office	
People Density	Unit
	3
Lighting Type	Portion of Building (%)
CFL	5%
IC	0
T-12	95

Schedules and Set points

Occupancy	Start	Stop
7 days a week	7AM	5PM

Lighting

Indirect T12's - No control		

Misc. Equipment

4 PC's		
1 Copier		

Ventilation (Exhaust Fan/Outside Air)

None		

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Manual Thermostat

Occupied Cooling Set point	72°F
Occupied Heating Set point	72°F
	72°F
Unoccupied Heating Set point	72°F

Pools

Notes on Age and Type of Chemical Treatment, Covers, etc.

None

Water Heaters	
Model Number	kW
Water heater	2.5

HVAC Equipment

Equipment Type:  
Split DX

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
	Split DX	Luxaire	HBBC-042SB	WBMM052792		12	Fair	3.5

**Facility Name**

Kendall Indian Hammocks

Total Park Building Sq. ft.

Building Envelope		Direction
Picture #s	Percent Glass	
185-194		

Length	Width (Orientation Wall)

Number of Floors	Area
1	

Floor to Ceiling Distance	
Orientation	10.00
Wall Type	
Block/Stucco	
Glass Type	
Roof Type	
Metal	

Construction Tightness	
Comments:	

Pools	
Notes on Age and Type of Chemical Treatment, Covers, etc.	

N/A, No Pool

Water Heaters	
Model Number	kW
Concessions (3) sinks	2 kW, 20gal

HVAC Equipment  
Equipment Type:  
Window A/C

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
Concessions	Split	Carrier	24ab330a0031010	0407E16416		2004	good	2.5TON
Storage	Split	Carrier	24ABR3309	0407E16390		2004		2 TON
Construction Maintenance Bldg	(2) RTUs					new		6 tons each
Construction Shop	Split	Rheem	RAMC-036JAZ	6974M180420577		2004		3 TON
Sign Shop	Split	Addison	SFC1030C-1		8 SEER	old		2.5 ton
Notes								

- Possible ECM's
1. Stadium Lighting
  2. Building Lighting
  3. Parking Lot Lighting
  4. Lighting Controls

Building Load	
People Activity Type	
Park/Office	
People Density	Unit
Lighting Type	Portion of Building (%)
T8, T12, Indoor	100%
Sodium Wall Pack, Exterior Building	100%
Sports Lighting/Parking Lot Fixtures	Mixed

Park Hours: 7:00 a.m. to Sunset  
Office Hours: 9:00 a.m. - 6:00 p.m., Monday - Sunday

	Start	Stop

Misc. Equipment	

Ventilation (Exhaust Fan/Outside Air)	
3HP for club house/locker room	Follows Building Schedule

Controls  
Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

At time of initial survey in dec '12, Tstats are not programmed. During March '13 survey; Concessions programmed for 74 deg 7am-10pm, set back to 78 deg. Storage on 72 deg accusial 24/7. Construction Maintenance Office programmed to 76 deg 5am - 6pm M-F, set back to 78deg. Shops programmed to 74 deg 5:30am - 4pm M-F, set back to 78 deg. All buildings have network connectivity.

Occupied Cooling Set point	70	°F
Occupied Heating Set point	0	°F
Unoccupied Cooling Set point	70	°F
Unoccupied Heating Set point	0	°F







Facility Name

Palmetto Golf Course Club house and Community Room

Approximate Total Park Building Sq. ft. 4,000

Building Envelope	
Percent Glass	Direction
	0% N
	35% W
	40% S
	10% E

Length Width (Orientation Wall)

Number of Floors Area  
1 4000

Floor to Ceiling Distance

Average 10

Orientation

E

Wall Type

Stucco

Glass Type

Single pane

Roof Type

Pitched Clay Tile

Construction Tightness

Comments:

Average Construction

Vending Meters

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/Voltage

Building Load

People Activity Type

Retail and meeting room

People Density Unit

varies

Lighting Type Portion of Building (%)

CFL 10%

IC 0

T-12 0

Schedules and Set points

Occupancy Start Stop

Proshop - 7 days a week Sunrise Sunset

Community room schedule varies

Lighting

Mini Golf course - sport lighting - Open til 9:30P

Practice green - sport lighting - Open til 9:30P

TB lighting - No controls

Range has 21 sport lights with manual control - Open til 9P

Misc. Equipment

4 PC's

1 Printer/copier

Ventilation (Exhaust Fan/Outside Air)

Proshop - minimal

Suspect too much ventilation on the community room

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Programmable Thermostats but overridden

Occupied Cooling Set point 75°F

Occupied Heating Set point 69°F

Unoccupied Cooling Set point 77°F

Unoccupied Heating Set point 69°F

Pools

Notes on Age and Type of Chemical Treatment, Covers, etc.

None

Water Heaters

Model Number kW

Water Heater 4.5

HVAC Equipment

Equipment Type:

Split DX

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
Community Room	Split DX	Trane	TTA090A300FA	7155L48AD		15	Fair	7.8
Proshop	Split DX	Trane	TTA150B300EA	4414REEAD		15	Fair	2.9

Facility Name

Palm Springs Park Pool

Total Park Building Sq. ft. 13,781

Building Envelope		Direction
Picture #s	Percent Glass	

Length	Width (Orientation Wall)

Number of Floors	Area

Floor to Ceiling Distance	Orientation

Wall Type	Glass Type

Roof Type	Construction Tightness

Comments:

Vending Misers  
Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers  
Model Numbers and AMP/voltage

Building Load	People Activity Type

People Density	Unit

Lighting Type	Portion of Building (%)
T-12	

Schedules and Set points	Start	Stop
Occupancy		

Lighting	Misc. Equipment	Ventilation (Exhaust Fan/Outside Air)

Controls  
Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Park lot, tennis, basketball lights are on timers. Field lights are manually controlled. Pool office is mini split with remote control. Rec Center is on hold 24/7.

Occupied Cooling Set point	74°F
Occupied Heating Set point	47°F
Unoccupied Cooling Set point	74°F
Unoccupied Heating Set point	47°F

Water Heaters

Model Number	kW
Pool Bldg (12) showers	4.5 kW

HVAC Equipment  
Equipment Type:  
dx

Equipment Tag	Type	Manufactu	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
Rec Center	split	Rudd	uamb-060jaZ	6259m490107554		12		5
Pool	Mini-Split	Goodman	n/a	n/a				1.5





Facility Name

Harry and Penny Thompson Campground

4 - Laundry and Shower Facilities	
Building Envelope	
Percent Glass	Direction
	N
	W
	S
	E
Length	Width (Orientation Wall)
Area	
1	
Floor to Ceiling Distance	
Average	10
Orientation	
Wall Type	
Brick type veneer	
Glass Type	
Roof Type	
Pitched Shake	
Construction Tightness	
Comments:	
Average Construction	

Vending Mizers	
Snack Machine Quantity	
Cold Beverage Quantity	
Building Dry type Transformers	
Model Numbers and AMP/voltage	

Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Coolers	
Model Number	BTU
as ballers	670,000 120 degree setpt

VAC Equipment  
Equipment Type:  
Line

Building Load		
People Activity Type		
Laundry and showers		
People Density	Unit	
varies		
Lighting Type	Portion of Building (%)	
CFL	20%	
IC		
T-12	20	
Schedules and Set points		
Occupancy	Start	Stop
Varies		
Lighting		
Interior no controls		
12 - HPS exterior on time clocks		
Misc. Equipment		
Washers and dryers		
Ventilation (Exhaust Fan/Outside Air)		
Exhaust fans for showers		
Exhaust fans for laundry		

Controls  
Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)  
Programmable Thermostat

Occupied Cooling Set point	72°F
Occupied Heating Set point	68°F
Unoccupied Cooling Set point	80°F
Unoccupied Heating Set point	68°F





Facility Name

Pelican Harbor

Total Park Building Sq. ft. 2,160

Building Envelope		
Picture #s	Percent Glass	Direction

Length	Width (Orientation Wall)
Number of Floors	Area

Floor to Ceiling Distance	Orientation

Wall Type	Glass Type

Roof Type	Construction Tightness

Comments:

Vending Misers

Snack Machine Quantity	1
Cold Beverage Quantity	1

Building Dry type Transformers

Model Numbers and AMP/voltage


Notes on Age and Type of Chemical Treatment, Covers, etc.

Water Heaters

Model Number	KW
Kitchen/Janitor Sink	2 Kw, 15 gal
Laundry/Restrooms	6 kW

HVAC Equipment

Equipment Type:

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated Age	General Condition	Capacity (tons/cfm/etc.)
1	Split	carrier	38auda12aok5aocaoac	4510g30072				
2	Split	carrier	38auza07aok5aocaoac	2810g50081				

Building Load

People Activity Type

People Density	Unit

Lighting Type

Portion of Building (%)
10- harbor lights
30 - dock lights
40 parking lot lights

Schedules and Set points

Occupancy	Start	Stop

Lighting

Office has a mixture of lights		
marina lighting may be part of the upgrade 2-3 years ago		

Misc. Equipment


Ventilation (Exhaust Fan/Outside Air)


Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

(3) tstat are not programmed. Network connectivity available

Occupied Cooling Set point	70 °F
Occupied Heating Set point	68 °F
Unoccupied Cooling Set point	°F
Unoccupied Heating Set point	°F

Facility Name

Matheson and Hammock Marina Office

Approximate Total Park Building Sq. ft.

1,000

Building Envelope

Percent Glass	Direction
20%	N
20%	W
20%	S
20%	E
Length	Width (Orientation Wall)

Levels	Area
2	1000

Floor to Ceiling Distance

Average 9

Orientation

N

Wall Type

Brick type veneer

Glass Type

Single pane

Roof Type

Pitched Shake

Construction Tightness

Comments:

Average Construction

Vending Meters

Snack Machine Quantity

Cold Beverage Quantity

Building Dry type Transformers

Model Numbers and AMP/voltage

Building Load

People Activity Type

Offices

People Density Unit

varies

Lighting Type Portion of Building (%)

CFL

IC

T-12 100

Schedules and Set points

Occupancy Start Stop

Office 7AM 5PM

Lighting

No Controls

Misc. Equipment

4 PC's

1 copier/printer

Ventilation (Exhaust Fan/Outside Air)

None

Controls

Notes on System Type (DDC, unitary, etc.) Are programmable Tstat actually programmed (note setpoints above)

Manual Thermostats

Occupied Cooling Set point

72 °F

Occupied Heating Set point

69 °F

Unoccupied Cooling Set point

72 °F

Unoccupied Heating Set point

69 °F

Pools

Notes on Age and Type of Chemical Treatment, Covers, etc.

None

Water Heaters

Model Number kW

Water Heater 3.5 35 gal

HVAC Equipment

Equipment Type:

Split DX

Equipment Tag	Type	Manufacturer	Model	Serial	SEER Rating	Estimated	General Condition	Capacity (tons/cfm/etc.)
						Age		
Upstairs Office	Split DX	Goodman	CKL-30-1E	210456017		10	fair	2.5
Downstairs Office	Split DX	No name	HABA-F018SG	W0D5693106		20+	poor	1.5

123

123

Schedule C  
Savings Guarantee

Company has formulated and hereby guarantees the following annual levels of savings to be achieved as a result of the installation and acceptance of the Conservation Measures in the amounts guaranteed and for the Guarantee Periods stated below. Pursuant to § 489.145 (3)(c) Florida Statutes, there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable. Savings must equal the entire cost of the project, not just the amount financed.

Company and the County will negotiate in good faith an adjustment to the savings guarantee, measurement and verification services and any other affected provisions of this Contract as a result of the addition of a rooftop unit to the Scope of Work, currently set forth as item 6.18.2 in Schedule A.

**1. DEFINITIONS**

When used in this Contract, the following capitalized words shall have the meanings ascribed to them below:

**"Baseline Period"** is the period of time (specified in Schedule H) coordinated with the Baseline Usage for the purpose of utility bill analysis (see "Option C") to allow the comparison of a Guarantee Year against a Baseline. The Baseline Period may not always be one contiguous element of time and may be different from a 365-day annual period. Baseline information from non-contiguous elements of time may be normalized and assigned to a specified Baseline Period.

**"Baseline Usage or Demand"** the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

**"Baseyear or Base Year"** is equivalent to "Baseline" and may not always be one contiguous element of time and may be different from a 365-day annual period.

**"Construction Phase or Period"** The time period between the start of the project installation and the date of Final Project Acceptance.

**"Construction Savings Period"** The time period(s) between the completion of installation and start of providing substantial benefit to the Customer for each single specific ECM vs. the time of Final Project Acceptance.

**"Commissioning Phase or Period"** The phase, before Final Project Acceptance, when (1) the functional ability of the installed equipment or systems, and/or modified equipment or systems to operate in conformity with the design intent is documented and verified and (2) the potential-to-save of said equipment and systems is documented and verified for the first time.

**"Cost Adjustments"** means for each year following the first year of the Support Services, Honeywell, may, in its sole discretion increase the annual Operational Cost Savings in an amount matching the adjustment to the Support Services fee.

**"Covered Systems and Equipment"** as used herein means the systems and equipment identified in Schedule A (Conservation Measures to be Installed by Company/Scope of Work) and in Schedules J and K.

**"Energy and Operational Cost Avoidance Guarantee Practices"** are those practices identified herein and in Schedules F, H, I and J, intended to achieve avoided costs in energy and/or operating expenses. Baseline Operating Parameters are specified in Schedule H and Guarantee Period Operating Parameters are specified in Schedule I.

**“Energy Auditing”** means the act of Measurement and Verification (M&V) to determine the Guarantee Savings.

**“Energy Costs”** may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

**“F.E.M.P.”** shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000). The F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. Guideline was developed based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.). The focus of the F.E.M.P. M&V Guidelines is on choosing the M&V option and method most appropriate for specific projects.

**“Financing Document”** refers to that document executed between Customer and a third-party financing entity providing for payments from Customer to third-party financing entity.

**“Final Project Acceptance”** refers to Customer acceptance of the installation of the ECMs as described in Schedule A and as documented in Schedule P.

**“First Guarantee Year”** is defined as the period beginning on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

**“Guarantee Period”** is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year. Also known as the "Measurement and Verification Phase" or "Performance Period".

**“Guarantee Year”** is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Contract.

**“Guaranteed Savings”** Defined in Section 6.1

**“I.P.M.V.P.”** International Performance Measurement and Verification Protocol (July 1997) provides an overview of current best practice techniques available for measurement & verification of performance contracts. This document is the basis for the F.E.M.P. protocol. The techniques are classified as Option A, Option B, Option C, and Option D.

**“Measurement and Verification Plan”** (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

**“Measurement and Verification Phase or Period”** The specific time period designated to demonstrate the savings and/or performance achieved from the energy retrofit. The savings will be verified based on the Measurement and Verification procedures as outlined in Schedules C, K and Exhibit 5. Also known as the "Guarantee Period" or "Performance Period".

**“Operational Costs”** commonly referred to as O&M costs, shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain affected systems and equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

**“Option A”** is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual on-going, year over year performance is based on the results of the “potential to perform and generate Savings” verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems, *at the end of the construction period*, meet the specifications of the contract in terms of quantity, quality, and rating; and

- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests.
- The “potential to perform and generate Savings” may involve pre-retrofit and post-retrofit measurements or may be based on manufacturer and vendor data.

“**Option B**” is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual performance of equipment component or system. Performance verification techniques involve engineering calculations with metering and monitoring for verifying that:

- The installed equipment components or systems, each year of the performance period, meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

“**Option C**” is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying achieved energy savings during the term of the contract using whole building utility meter analysis performance verification techniques.

“**Option D**” is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings from the Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

“**Performance Phase or Period**” Also known as the “Guarantee Period” or “Measurement and Verification Period”.

“**Potential-to-Save**” or “**Potential-to-Perform**” by an ECM is satisfied when a measure is properly installed and has the potential to generate predicted levels of energy cost avoidance. Verification of an ECM’s “potential-to-save” is satisfied upon Customer’s signing of Schedule P or an equivalent Delivery and Acceptance Certificate. Also see “Option A”.

“**Retrofit**” is the work provided by Honeywell as defined by the “ECMs.”

“**Retrofit and Support Costs**” are the sum of the (i) the financing payments required to be made by Customer pursuant to the Financing Document; and (ii) the payments required to be made by Customer for Support Services.

“**Retrofit Isolation Method (RIM) or Approach**” is an M&V approach that verifies the Guarantee Savings using techniques that isolate the energy use of the ECM and affected systems separate from the energy use of the rest of the facility. This method is used to mitigate the interactive energy effects of changes made to the facility outside of Honeywell’s control.

“**Savings**” is defined as avoided, defrayed, or reallocated costs.

“**Support Services**” is defined as the services to be provided by Honeywell and described herein and in Schedule K, including Exhibit 8.

“**Term**” shall have the meaning as defined in Section 2.1 of this Schedule C.

“**Total Guarantee Year Savings**” is defined as the summation of avoided Energy and Operational Costs realized by Facilities in each Guarantee Year as a result of the Retrofit and Support Services provided by Honeywell.

## 2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Contract and shall terminate at

the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is fifteen (15) years as defined herein.

**2.2 Guarantee Termination.** Given that both parties recognize that the energy and operational savings can only be achieved if the systems and equipment are properly maintained throughout the Guarantee Term, Customer agrees that the savings guarantee set forth herein is dependent upon the continuation of any existing Support Services Agreements by Honeywell; provided, however, that Customer may perform maintenance services included in the Support Services itself or through other third parties if such maintenance services are performed in compliance with original equipment manufacturer recommendations. Customer shall continue to contract with Honeywell for the Energy Auditing and Analysis Services set forth in this Contract for the entire term of the savings guarantee term. Should this Contract, or other existing Agreements covering systems and equipment not covered in this Contract, be terminated (including, as applicable, the Schedule K -- Company's Maintenance Responsibilities) in whole or in part for any reason prior to the end of the Term, the Guarantee for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guarantee for all subsequent Guarantee Years shall be null and void.

### **3. SAVINGS GUARANTEE**

**3.1 Guarantee Savings.** Honeywell guarantees to Customer that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined herein. In no event shall the savings guarantee provided herein exceed the total installation, support services, and financing costs for the Work under this Contract.

**3.1.1 Additional Savings Before Final Project Acceptance.** All energy and operational cost avoidance realized by Customer that result from activities undertaken by Honeywell prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Conservation Measures or Support Services provided by Honeywell, will be applied toward the Guaranteed Savings for the First Guarantee Year.

**3.1.2 Additional Savings After Final Project Acceptance.** Additional energy and/or operational cost avoidance, including any utility rebates or other incentives that can be demonstrated, or earned, as a result of Honeywell's efforts that result in no additional costs to Customer beyond the costs identified in this Contract will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

**3.1.3 Cumulation of Savings.** The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year, or the amount identified herein.

**3.1.4 Excess Savings.** In the event that the Total Guarantee Year Savings in any Guarantee year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall not be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

**3.1.5 Savings Shortfalls.** In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year Honeywell shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, in such form as agreed to by the parties, limited by the value of the guarantee, within forty-five (45) days. Resulting compensation shall be Honeywell's sole liability for any shortfall in the Guaranteed Savings. In case of a shortfall, Honeywell reserves the right, subject to Customer approval, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to Customer, that will generate additional savings in future years of the Guarantee Term and Honeywell has the option of extending M&V analysis to verify successful performance.

**3.1.6 Aggregation of Savings.** The parties mutually agree that the Guarantee Savings for this Contract and the Guarantee Savings for all previous active Energy and Operational Guaranteed Cost Avoidance projects for this Customer shall be combined each year until the end of the original guarantee term for each project. Throughout the duration of the term for the each specific phase the total savings will be utilized as an aggregate in satisfying the sum of the respective guarantees.

**3.2 Savings Reconciliation Documentation.** Honeywell will provide Customer with a guarantee savings reconciliation report after each Guarantee Year. Customer will assist Honeywell in generating the savings reconciliation report by providing Honeywell with copies of all bills pertaining to Energy Costs within two (2) weeks following the Customer's receipt thereof, together with access to relevant records relating to such Energy Costs. Customer will also assist Honeywell by permitting access to any maintenance records, drawings, or other data deemed necessary by Honeywell to generate the said report. Data and calculations utilized by Honeywell in the preparation of its guarantee cost savings reconciliation report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

**3.2.1 Acceptance of Guarantee Reconciliation.** As determined in Section 5.3, at the end of each Guarantee Year Customer will have thirty (30) days to review the guarantee savings reconciliation report and provide written notice to Honeywell of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by Customer.

**3.2.2 Guarantee Savings Reconciliation.** Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined herein and/or additional methodologies defined by Honeywell that may be negotiated with Customer at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C:

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be the Energy avoidance. The difference between the adjusted Baseline Period energy usage multiplied by the applicable energy rate as defined herein, and the Guarantee Year energy usage multiplied by the applicable energy rate as defined herein, will be used to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the Honeywell involvement. A Baseline will be specified (Schedule H) for the purpose of energy and utility bill analysis.

AND/OR for those energy audits employing the method consistent with F.E.M.P. Options A measured pre and post retrofit only, and/or B measured annually:

For each ECM, Honeywell will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges as defined herein. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with F.E.M.P. Option D:

Option D is Not Applicable

**3.3 Operational Cost Avoidance.** The agreed-upon Operational Cost Avoidance as described herein (Schedule of Savings) will be deemed realized upon execution of this Contract and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement or on the commencement date for Company Maintenance Responsibilities and Training as presented in Schedule K, whichever comes first. These Savings are

representative of information provided by the Customer consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the Customer is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable. Implementation of this Contract (including, as applicable, the Schedule K) allows for the reallocation or defrayal of such budgeted Operational Costs. The Customer acknowledges and agrees that, if it did not enter into this Contract, it would have to take future steps to achieve the same ends as does the work included in Schedule A of this contract, and that, in doing so, it would incur operational costs of at least equal to the operational costs stated herein per year over the life of the contract. The Customer agrees that, by entering into this Contract, it will avoid future operational costs in at least this amount.

**3.4 Base Year Adjustments.** Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment, including any repairs or improvements made to the equipment as part of this Contract; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

**3.4.1 Facility Operational Changes.** Except in the case of emergencies, Customer agrees it will not, without the consent of an Authorized Representative of Honeywell: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

**3.4.2 Hours and Practices.** To achieve these energy savings, Honeywell and Customer agree upon the operating practices listed in Schedules F, I and J.

**3.4.3 Activities and Events Adversely Impacting Savings.** Customer shall promptly notify Honeywell of any activities known to Customer which adversely impact Honeywell's ability to realize the Guaranteed Savings and Honeywell shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond Honeywell's reasonable control.

**3.4.3.1** If for any reason any facility and/or utility meter covered under this Contract is materially unoccupied, closed, or discontinued, the Customer shall promptly notify Honeywell within fifteen (15) days of this change. The savings will be deemed realized for such facilities or meters and the Guarantee will be adjusted accordingly. Honeywell will provide written notice of such adjustment to the Customer.

**3.5 Guarantee Adjustment.** Honeywell's Guaranteed Savings obligations under this Contract are contingent upon: (1) Customer following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Schedules F, I and J; (2) no alterations or additions being made by Customer to any of the Covered Systems and Equipment without prior notice to, and agreement by Honeywell; (3) Customer sending all current utility bills to Honeywell within two (2) weeks after receipt by Customer, if Customer fails to provide current utility bills for a period of time in excess of six (6) months Honeywell will send Customer written notice that it must send Honeywell copies of the utility bills and if Customer still fails to comply within thirty (30) days, Honeywell may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods; (4) Customer completing the rate change to FP&L's SDTR as set forth in Schedule A, Part 1, section 1.5.8; and (5) Honeywell's ability to render services not being impaired by circumstances beyond its control. To the extent Customer defaults in or fails to perform fully any of its obligations under this Contract, Honeywell may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

#### **4. EXTENT OF CONTRACTUAL GUARANTEE**

**4.1 Status of the Honeywell Proposal.** Customer's Request for Proposal, Honeywell's proposal, the Investment Grade Energy Audit and any other documents submitted by Honeywell to the Customer prior to negotiation of this Contract are expressly excluded from and are not a part of this Contract. The parties agree that

although the Honeywell Proposal and/or Investment Grade Energy Audit may have contained scope items, guarantee savings and M&V options other than those stated in this Contract, the Scope of Work, Schedule of Savings, and M&V plan were developed jointly by the parties through negotiation. The Customer has chosen to purchase the scope of work set forth in Schedule A. The Customer accepts the Energy Guarantee and Schedule of Savings and agrees to the M&V plan set forth herein and presented in Schedules F, I, J, and K.

**5. CUSTOMER RESPONSIBILITIES PROVISIONS**

5.1. Honeywell’s guarantee of savings is contingent upon County performing the maintenance and other responsibilities detailed in Schedule J, and Customer completing the rate change to FP&L’s SDTR as set forth in Schedule A, Part 1.

**6. SCHEDULE OF SAVINGS**

**6.1. Schedule of Savings**

The total energy and operational Cost Avoidance over the Term of the contract is equal to or greater than \$11,786,607 as defined in the table below, or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less.

Year	Energy Savings	Operational Savings	Total Savings
0	\$410,297	\$204,139	\$614,435
1	\$422,676	\$208,221	\$630,897
2	\$435,356	\$237,385	\$672,741
3	\$448,417	\$242,133	\$690,550
4	\$461,869	\$246,976	\$708,845
5	\$475,725	\$251,915	\$727,641
6	\$489,997	\$256,954	\$746,951
7	\$504,697	\$262,093	\$766,790
8	\$519,838	\$267,335	\$787,172
9	\$535,433	\$272,681	\$808,114
10	\$551,496	\$278,135	\$829,631
11	\$554,131	\$283,698	\$837,829
12	\$570,755	\$289,372	\$860,127
13	\$587,878	\$295,159	\$883,037
14	\$605,514	\$301,062	\$906,576
15	\$622,624	\$307,083	\$929,708
<b>Totals</b>	<b>\$7,786,406</b>	<b>\$4,000,201</b>	<b>\$11,786,607</b>

Notes: Year 0 is the calculated baseline year savings and not included in the totals  
 Building Envelope Savings are included in the guarantee for only years 1-10.

(Note: Cost Avoidance must be structured to be sufficient to cover any and all annual payments. Actual savings achieved will be calculated pursuant to Schedule F). Provided further, in no event shall the cost avoidance guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Contract. Proforma budget neutral or positive cash flows are not guaranteed.

6.2 **ECM Specific Energy Savings.** The first year amount of energy savings is the sum of the below listed ECMs. The schedule of savings does not include the absolute increase in energy use due to the implementation of measures to increase environmental comfort as directed by the customer, and other baseline adjustments. The

Guaranteed savings are less than the Projected savings, represented herein and in Schedule F. The Cost Avoidance is based on the listed Energy and Operational Cost Avoidance Guarantee Practices defined herein.

BCM #	ECM Description	Electric Year 1	Non Electric Year 1	Water Year 1	Total Year 1
1	Sports Lighting	\$75,725	\$0	\$0	\$75,725
2	Building Lighting	\$80,720	\$0	\$0	\$80,720
3	Pedestrian and Parking Lighting	\$29,207	\$0	\$0	\$29,207
4	Transformers	\$11,660	\$0	\$0	\$11,660
5	Building Envelope	\$10,663	\$0	\$0	\$10,663
6	Mechanical	\$118,384	\$0	\$0	\$118,384
7	Composting	\$0	\$0	\$0	\$0
8	Water Conservation	\$1,630	\$0	\$3,873	\$5,503
9	Controls	\$90,814	\$0	\$0	\$90,814
	<b>Totals</b>	<b>\$418,803</b>	<b>\$0</b>	<b>\$3,873</b>	<b>\$422,676</b>

The Baseline period is defined as the 12 month time period from November 2011 to October 2012. Customer agrees that the baseline for the unit cost of energy will be adjusted each year of the guarantee term. This annually adjusted value of energy unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that baseline adjustment is stipulated to be an escalation of 3.0% per year for the unit cost of all utilities used in the determination of cost avoidance each year. It is anticipated that construction will commence at a minimum of 16 months after the baseline year and the first year of the guarantee will begin at a minimum of 24 months after the baseline year. Therefore, customer agrees that the baseline savings for year one of the guarantee will be escalated by one year over the baseline calculated savings. The baseline calculated savings shall be defined as "year 0".

**6.3 Operational Cost Savings.** The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee Practices described herein. The operational cost savings described below and identified in the Schedule of Savings table above are deemed satisfied upon contract execution. The Customer acknowledges and agrees that, if it did not enter into this Contract, it would have to take future steps to achieve the same ends as does the work included in Schedule A of this contract, and that, in doing so, it would incur operational costs of at least the amount per year over the life of the performance period as presented below and in the Schedule of Savings. The Customer agrees that, by entering into this Contract, it will avoid future operational costs in at least these amounts.

Further, the Customer acknowledges that operational cost savings categorized as capital cost avoidance are part of, or are causally connected to scope of work specified in Schedule A (i.e., the ECMs being implemented), and are documented by industry standard engineering methodologies acceptable to the Customer.

Customer agrees that the baseline for the unit cost of operations will be adjusted each year of the guarantee term. This annually adjusted value of operational unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that baseline adjustment is stipulated to be an escalation of 2% per year for operational costs used in the determination of operational cost avoidance each year. It is anticipated that construction will commence at a minimum of 16 months after the baseline year and the first year of the guarantee will begin at a minimum of 24 months after the baseline year. Therefore, customer agrees that the baseline savings for year one of the guarantee will be escalated by one year over the baseline calculated savings. The baseline calculated savings shall be defined as "year 0".

The operational cost avoidance values were identified, reviewed, and agreed to by a team of Customer's representatives including Reinaldo Abrahante, Internal Services Division and Li Gurau, Ph.D. PE, PROS Design and Development.

ECM #	Operational Savings Description	Cost Avoidance Category	1st Year Avoidance
1	Sports Lighting	O & M	\$29,518
2	Building Lighting	O & M	\$10,155
3	Pedestrian and Parking Lighting	O & M	\$5,036
4	Transformers	O & M	\$13,689
5	Building Envelope	O & M	\$0
6	Mechanical	O & M	\$50,539
7	Composting	O & M	\$73,353
8	Water Conservation	O & M	\$6,761
9	Controls	O & M	\$19,170
	Totals		\$208,221

[a] O&M: operations and maintenance.

6.4 **Other energy and operating savings measures:** The following measures *were* not included in the guarantee but may be used during the term in the determination of realized cost avoidance, or calculation of performance versus the guarantee, or to show value-add to the Customer:

Att A Reference	Non-Guaranteed Savings	1st Year Savings
	FPL Rebates	\$40,739
	Total	\$40,739

7 **Guarantee Savings Measurement and Verification Plan**

Measurement and Verification Plan is detailed in Exhibit 5 "Measurement and Verification Plan".

7.1 **Measurement and Verification Methodology(s):**

OSD / ECM #	ELECTRIC SAVINGS VERIFICATION METHODOLOGY	WATER SAVINGS VERIFICATION METHODOLOGY
ECM-1 Sports Lighting and Controls	A	
ECM-2 Building Lighting Retrofit	A	
ECM-3 Pedestrian and Parking Lot Lighting	A	
ECM-4 Energy Efficient Transformers Retrofit	A	
ECM-5 Building Envelope Improvements	A	
ECM-6 Mechanical Improvements		
Air Cooled Chiller Replacements	B	
Pumping Optimizations	B	
Mechanical DX Systems Retrofit	A	
Domestic Water Heating Improvements	A	
ECM-7 Composting Operation	A	
ECM-8 Water Upgrades	A	A
ECM-9 Building Automation	A and B	

A description of ECM specific M&V plans is attached hereto and incorporated in the Exhibits to this section.

**8. Exhibits and Schedules:** The following Exhibits are attached hereto and are made a part of this Contract by reference.

Exhibit 1 – Schedule of Values

Exhibit 2 – Detailed Scopes of Work

Exhibit 3 – Baseline

Exhibit 4 – Savings Calculations

Exhibit 5 – Measurement & Verification Plan

Exhibit 6 – Utility Rates

Exhibit 7 – Software License Agreements

Exhibit 8 – Honeywell Maintenance Services

Schedule D  
Compensation to Company and Deliverables

**1. The following payment schedule has been established for the Work:**

**1.1** The general payment schedule reflected below has been established for the Work. Payment shall be made net thirty (30) days of invoice date. If issues surrounding lack of payment are not remedied within ten (10) business days, Company may suspend all Work until payment is made.

Total payments are:       \$7,979,000

**General Net Payment Schedule (see additional details in Exhibit 1: Schedule of Values):**

	<u>Amount Due</u>
Upon Completion of Third-Party Financing: 10%	\$797,900
Monthly Progress Payments: 85%	\$6,782,150
Upon Project Acceptance: 5%	\$398,950

Monthly progress payments shall be made in accordance with the Schedule of Values, attached hereto and incorporated herein by reference as Exhibit 1. Payments for the Work will be made out of an escrow account established in connection with the third-party financing of the Project.

Upon completion of third-party financing by the County, County immediately shall issue to Honeywell a notice to proceed and provide Honeywell with the initial 10% payment set forth above. Honeywell shall not commence Work prior to receipt of the notice to proceed. Honeywell's price is based upon the financing being secured by the County and a notice to proceed being issued by the County by January 31, 2014. On or after January 31, 2014, if despite its good faith efforts the terms of the financing agreement are unacceptable to the County, or if no financing agreement is offered by a reputable financing institution, the County can terminate this Agreement. In the event that the third-party financing is not finalized by January 31, 2014, the County and Honeywell may extend this date in writing by mutual consent.

**2. The following payment schedule has been established for Support Services:**

**2.1** The first invoice will be issued upon completion of the Work and prior to commencement of Support Services and County shall pay or cause to be paid to Company the full price for the Services as specified in the below Company Service Agreement Summary. Payments for Support Services will be made directly by the County.

**2.2** Honeywell will submit **Quarterly** invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

**COMPANY SERVICE AGREEMENT SUMMARY**

**Service Location Name:**       Various, refer to Schedule K and/or Exhibit 8  
**Service Location Address:**    Various, refer to Schedule K and/or Exhibit 8

**Scope of Services:**

Honeywell shall provide the following services under this contract:

- o Energy Auditing and Analysis, also referred to as Measurement and Verification Services (see Schedule K)
- o Mechanical Maintenance Services (see Exhibit 8)
- o Temperature Controls Maintenance Services (see Exhibit 8)
- o In-Vessel Composter Maintenance (see Exhibit 8)

**Contract Term:**

Five (5) years from the Effective Date of the Service Agreement for all above-mentioned services, with an option to renew, totally or partially, for two additional Five-year terms; five (5) years only for composter maintenance services.

**Contract Effective Date:**

Upon Final Acceptance of the Work

**Price for Year 1:**

Eighty Eight Thousand Two Hundred Twelve Dollars (\$88,212.00), (plus applicable taxes).

**Payment Terms:**

Quarterly in advance

Sales Tax will be invoiced separately

Use Tax is included in the Price

This sale is tax exempt

**Annualized Service and Maintenance Costs**

Year	Measurement & Verification	Mechanical Maintenance	Temperature Controls Maintenance	Composter Maintenance	Total
1	\$50,519	\$19,367	\$12,233	\$6,093	\$88,212
2	\$52,035	\$19,948	\$12,600	\$6,276	\$90,858
3	\$53,596	\$20,546	\$12,978	\$6,464	\$93,584
4	\$55,203	\$21,163	\$13,367	\$6,658	\$96,392
5	\$56,860	\$21,798	\$13,768	\$6,858	\$99,283
6	\$58,565	\$22,452	\$14,181	\$0	\$95,198
7	\$60,322	\$23,125	\$14,607	\$0	\$98,054
8	\$62,132	\$23,819	\$15,045	\$0	\$100,996
9	\$63,996	\$24,534	\$15,496	\$0	\$104,026
10	\$65,916	\$25,270	\$15,961	\$0	\$107,147
11	\$67,893	\$26,028	\$16,440	\$0	\$110,361
12	\$69,930	\$26,808	\$16,933	\$0	\$113,672
13	\$72,028	\$27,613	\$17,441	\$0	\$117,082
14	\$74,189	\$28,441	\$17,965	\$0	\$120,595
15	\$76,415	\$29,294	\$18,504	\$0	\$124,212

Schedule E  
Compensation and Deliverables Required in Other Related Contracts

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Schedule F  
Savings Calculation Formula

Cost Savings under this Contract shall be determined according to the following formula:

$$\text{Cost Savings} = (\text{Baseline Costs} - \text{Post Installation Costs}) \pm \text{Adjustments}$$

The following definitions and methodologies shall apply:

A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred in the ECMs had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in Exhibit 3 "Baseline" and (ii) the Utility Rates as defined in C. below; subject to adjustment as set forth in D. below.

B. **Post-Installation Costs.** Post-Installation Costs shall be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the ECMs. Post-Installation Costs shall be the product of (i) the actual amount of fuel, energy or water consumption or wastewater production during the applicable time period, and (ii) the Utility Rates as defined below; together with the stipulated operation and maintenance cost savings resulting from the implementation and installation of the ECMs. These cost savings have been negotiated and agreed upon by the parties and there is no need to verify the agreed savings.

C. **Utility Rates.** The Utility Rates shall be the greater of (i) the base period utility unit costs set forth in Exhibit 6 and escalated at 3% per year after the year in which this Contract is entered; or (ii) the actual utility unit costs for the year in which the Cost Savings are measured. In no event shall the Utility Rate be lower than base year utility rate with appropriate escalation.

D. **Adjustments.** Fla. Stat. § 489.145(4)(c) requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in this Contract, including in Section 11 or Schedule C "Savings Guarantee" the Contract.

E. **Other.** The parties acknowledge that, consistent with Fla. Stat. § 489.145:

1. County confirms & documents estimated avoided operation, maintenance costs, if any.
2. County will confirm & document real savings: County must either be spending or planning to spend.
3. County will verify & document that the funds used for payments were appropriated for energy, operations and maintenance, or other permitted purposes.
4. County will document that savings are calculated from the date of installation of each measure. (Fla. Stat. § 489.145(4)(c))
5. County documents that costs of installation are less than calculated savings based on life cycle cost calculations based on Fla. Stat. § 255.255. (Fla. Stat. § 489.145(4)(c))
6. County documents that calculating the life cycle costs excludes grants rebates or capital funding (Fla. Stat. § 489.145(4)(j))

## Schedule G

### Construction and Installation Schedule

WBS	Task Name	% Comp	Start	Finish	2014											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
0	Miami Dade County ESPC	0%	12/9/13	2/16/15	[Gantt bar from Dec 9, 2013 to Feb 16, 2015]											
1	Project Start Up	0%	12/9/13	2/10/14	[Gantt bar from Dec 9, 2013 to Feb 10, 2014]											
2	Engineering and Management	0%	12/10/13	2/10/15	[Gantt bar from Dec 10, 2013 to Feb 10, 2015]											
3	Equipment	0%	2/11/14	2/13/15	[Gantt bar from Feb 11, 2014 to Feb 13, 2015]											
4	Installation	0%	2/11/14	12/20/14	[Gantt bar from Feb 11, 2014 to Dec 20, 2014]											
4.1	ECM #1 Sports Lighting	0%	3/24/14	11/20/14	[Gantt bar from Mar 24, 2014 to Nov 20, 2014]											
4.2	ECM #2 Building Lighting	0%	2/14/14	8/21/14	[Gantt bar from Feb 14, 2014 to Aug 21, 2014]											
4.3	ECM #3 Parking Lot & Exterior Pedestrian Lighting	0%	6/9/14	12/20/14	[Gantt bar from Jun 9, 2014 to Dec 20, 2014]											
4.4	ECM #4 Energy Efficient Transformers	0%	4/7/14	8/8/14	[Gantt bar from Apr 7, 2014 to Aug 8, 2014]											
4.5	ECM #5 Building Envelope Improvements	0%	3/10/14	7/11/14	[Gantt bar from Mar 10, 2014 to Jul 11, 2014]											
4.6	ECM #6 Mechanical & HVAC Improvements	0%	2/11/14	10/20/14	[Gantt bar from Feb 11, 2014 to Oct 20, 2014]											
4.7	ECM #7 Composting Operation (Zoo)	0%	6/16/14	12/20/14	[Gantt bar from Jun 16, 2014 to Dec 20, 2014]											
4.8	ECM #8 Water Conservation	0%	7/23/14	10/17/14	[Gantt bar from Jul 23, 2014 to Oct 17, 2014]											
4.9	ECM #9 Controls	0%	4/14/14	11/21/14	[Gantt bar from Apr 14, 2014 to Nov 21, 2014]											
5	Punch Out	0%	7/11/14	1/30/15	[Gantt bar from Jul 11, 2014 to Jan 30, 2015]											
6	Project Closeout	0%	7/30/15	2/16/15	[Gantt bar from Jul 30, 2015 to Feb 16, 2015]											

## Schedule H Baseline

**BASELINE Operating Parameters** are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The data summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. Honeywell and Customer agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Baseline Period specified in this Contract. The following data was collected with the assistance of Li Gurau and Manuel Docurro.

The Baseline period is defined as the 12 month period from November 2011 through October 2012

The Contractual Baseline consists of the Baseline Conditions and Baseline Operating Parameters collected from the Baseline Period and modified by Baseline Adjustments, as necessary, as defined herein and by Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6.

### **Sports Lighting:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Building Lighting:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Pedestrian and Parking Lighting:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Transformers:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Building Envelop:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Mechanical:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Composting:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

### **Water Conservation:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6

attached hereto and incorporated herein by reference.

**Controls:**

The baseline period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

Schedule I  
Standards of Comfort

The Equipment will be maintained and operated in a manner that will provide the Standards of Comfort for heating, cooling, hot water, and lighting as described below:

**GUARANTEE PERIOD Operating Parameters** of the facility(s) and system(s) after completion of Work. The Customer agrees to operate, or cause to effect the operation of the Work in such manner that is in accordance with the Guaranteed Period Operating Parameters. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. Honeywell and Customer agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Contract. On an ECM specific basis, guarantee period operating parameters may be the same as the baseline period, or they will represent optimization of equipment performance and operation to provide energy and cost avoidance. And, further, that they are agreed to be reasonable and may be used in the calculation of the cost avoidance, as if the site is actually operating per the parameters outlined in this section.

**Sports Lighting:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Building Lighting:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Pedestrian and Parking Lighting:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Transformers:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Building Envelop:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Mechanical:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Composting:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Water Conservation:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6 attached hereto and incorporated herein by reference.

**Controls:**

The guarantee period operating parameters are stipulated as described in Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 6" attached hereto and incorporated herein by reference.

Schedule J  
County's Maintenance Responsibilities

**CUSTOMER RESPONSIBILITIES PROVISIONS**

It is understood that any repair, replacement, and emergency service obligations of Honeywell apply only to the Equipment included in the attached Scope of Work. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, concrete poles for sports lighting and other non-moving parts, is not included under this Contract. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

Customer agrees it will not, without the consent of an Authorized Representative of Honeywell: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices (see definition in Schedule C); put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

Customer shall promptly notify Honeywell of any activities known to Customer which adversely impact Honeywell's ability to realize the Guaranteed Savings and Honeywell shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond Honeywell's reasonable control.

If for any reason any facility and/or utility meter covered under this Contract is materially unoccupied, closed, or discontinued, the Customer shall promptly notify Honeywell within fifteen (15) days of this change. The savings will be deemed realized for such facilities or meters and the Guarantee will be adjusted accordingly. Honeywell will provide written notice of such adjustment to the Customer.

Honeywell's Guaranteed Savings obligations under this Contract are contingent upon: (1) Customer following the Energy and Operational Cost Avoidance Guarantee Practices set forth in this Contract; (2) no alterations or additions being made by Customer to any of the equipment without prior notice to and agreement by Honeywell; (3) Customer sending all current utility bills to Honeywell within two (2) weeks after receipt by Customer, if Customer fails to provide current utility bills for a period of time in excess of six (6) months Honeywell will send Customer written notice that it must send Honeywell copies of the utility bills and if Customer still fails to comply within thirty (30) days, Honeywell may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) Honeywell's ability to render services not being impaired by circumstances beyond its control. To the extent Customer defaults in or fails to perform fully any of its obligations under this Contract, Honeywell may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided Customer with written notice of Customer's default(s) or failure(s) to perform and Customer has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

**Equipment Subject to these Provisions.** Equipment affecting the performance of the Energy Saving Guarantee includes (1) equipment provided as per Schedule A – Conservation Measures to be Installed by Company & Description of Facilities, (2) modifications made to existing equipment as outlined in Schedule A, (3) existing or new equipment not provided or modified under this Contract but materially affected by the work provided per Schedule A and consuming energy or water via utility meters covered by this Contract.

**CUSTOMER Maintenance and Replacement Responsibilities.** During the term of this Contract, for all equipment covered by the Energy Savings Guarantee of this Contract, the Customer shall perform on-going maintenance and accomplish component replacement and equipment repairs in accordance with manufacturer's standards and practices and take all reasonable measures to insure the equipment is operating at full efficiency.

Component replacement and equipment repairs must be accomplished in a timely fashion. Additionally, Customer shall insure such equipment is operated at all times in accordance with applicable manufacturer's specifications, Honeywell specifications, and the requirements contained herein. For all non-Honeywell maintenance actions, Customer shall document and make available to Honeywell maintenance dates and tasks accomplished, the start date and duration of all deficient equipment operation and the subsequent corrective action and/or repair dates. Failure of the Customer to operate the equipment per the specifications, repair any deficiencies in a timely manner, and perform the ongoing maintenance functions in accordance with the standards and practices during the Guarantee period will allow Honeywell to adjust the Guarantee accordingly.

Customer shall replace any vandalized or any failed equipment or component no longer warranted by Honeywell or the manufacturer, with equipment or components of equal or greater efficiency value than installed by Honeywell, for the full Guarantee Term.

Customer shall be responsible to investigate and correct any reported deficiencies not covered under the Support Services.

**Customer Granted Access for Remote Diagnostics.** Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Energy Savings Guarantee for operational compliance with the manufacturer's specifications, and the requirements contained herein. Access shall include but not be limited to the new building automation systems front end as well as the sports lighting control-link monitoring software.

Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) by one(1) Measurement and Verification Specialist using one or more of the following processes:

Dial-In Remote Access: Customer is responsible for implementation and costs for first-time installation and on-going maintenance and subscription fees for two (2) dedicated phone lines and two (2) modems) at each front-end computer and one (1) dedicated phone line at each controller not hardwire connected to a front-end computer.

TCP/IP Remote Access: Customer is responsible for implementation and costs for remote Honeywell access through Customer's firewall(s) to the controllers and front-end computer(s) by one (1) Measurement and Verification Specialist including but not limited to a dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one(1) station license dedicated to the remote user.

**Customer Reporting Responsibilities.** It is the responsibility of the Customer to notify Honeywell of all changes in production, occupancy, building load, conditioned building area, equipment operation, and scheduling, etc. from the baseline period. Deviation from the baseline period will result in Baseline Adjustments to normalize the Base Year energy use to Current Year conditions. It will be the responsibility of the Customer to investigate and correct any reported deficiencies in the current operations in the buildings that impact the ECMs. Customer shall report to Honeywell in writing within fifteen (15) days of the following changes or events. The Guarantee or the realized Cost Avoidance will be adjusted accordingly. Failure to do so will result in adjustment of the Guarantee.

Changes include, but are not limited to:

- (1) any additional energy source or change in existing energy source or supplier that the Customer may negotiate during the term of this Guarantee and/or,
- (2) any material change in system or equipment status, including replacement of, addition to, or modification of existing energy and/or water consuming systems or equipment and/or,
- (3) any long term temporary (equal to or greater than 10 days) or permanent changes in operating schedules and/or,
- (4) any facility and/or utility meter covered under this Contract that becomes materially unoccupied, closed, or

discontinued and/or,

- (5) any material change in the payment schedule, such as due to refinancing or variable interest rate.

**Customer Governmental Unit Reporting Responsibilities.** Customer is solely responsible for reports to be submitted to the Department of Commerce, Public Utilities/Services Commission, or any other governmental City or governmental unit.

**Customer Provided Documentation.** It will be the responsibility of the Customer to provide to the M&V specialist on a minimum monthly basis (unless noted otherwise):

- (1) Verification that equipment installed to perform the CMs has been properly maintained, including but limited to provision of maintenance records.
- (2) Current status of the buildings (i.e., occupancy level and use, hours of operation, etc.).
- (3) Records of customer initiated changes in equipment setpoints, start/stop conditions, usage patterns.
- (4) Records of customer initiated changes in operation of mechanical systems, which may impact the CMs.
- (5) Records regarding addition or deletion of equipment or building structure, which may impact the CMs or the building energy consumption.
- (6) Copies of monthly utility bills and utility summary data on a *monthly* basis, and access to utility accounts through an authorization by the Customer to the Utility to allow the release of data to a Honeywell representative.

**Customer Rebate Responsibilities.** It is understood that all energy rebates and/or refunds are the result of an agreement between Customer and the utility company and Honeywell assumes no responsibility for obtaining said rebates and/or refunds. It is understood that said rebates and/or refunds are not included in the Guarantee.

**Material Changes in Energy Units & Cost Avoidance.**

**Reported Material Changes.** Customer shall deliver to Honeywell a written notice describing and explaining all actual or proposed Material Changes in the Facilities or in the operations in the Facilities and their anticipated effect on energy use. Said Notice must be delivered to Honeywell no less than seven (7) days before any actual or proposed Material Change occurs.

For purposes of this provision, a Material Change is defined as any change in the following which reasonably could be expected to increase or decrease energy used at the Facilities by a value more than five percent (5%) of the Guaranteed energy Savings per utility meter or submeter:

- (1) manner of use of the Facilities by Client;
- (2) hours of operation of any equipment or facilities or energy systems contained in the Facilities;
- (3) occupancy of the Facilities;
- (4) structure of the Facilities;
- (5) types of equipment used in the Facilities; or
- (6) conditions affecting energy use in the Facilities.

**Unreported Material Changes.** In the absence of any material Changes in the Facilities or in their operations, energy consumption and demand should not change from year to year. Therefore, if energy consumption and demand per

utility meter or submeter for any month increases by five percent (5%) of the Guaranteed Savings per meter or more from the energy consumption and demand for the same month of the *preceding* contract year after adjustment for changes to climactic conditions, then such increase shall be deemed to have resulted from a Material Change, except where such increase is due to equipment malfunction, faulty repair or other acts of negligence by Honeywell.

Adjustments for Material Changes. In the event of any increase or decrease in energy consumption and demand for any month resulting from a reported or unreported Material Change, the amount of that increase shall be subtracted from or that decrease shall be added to the total energy consumption and demand for that month prior to the calculation of energy savings.

If a reported or unreported Material Change affected energy consumption and demand in the same calendar month in the preceding year, the *next preceding* contract year where a Material Change has not occurred will be used to compute the value of the Material Change and the energy savings for the current month.

Schedule K  
Company's Maintenance Responsibilities and Training  
Description of Services provided as referenced in Schedule D

**A. Additional Terms and Conditions for Services**

1. **Working Hours.** Unless otherwise stated, all labor and services under this Contract will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding County holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Contract, will be billed to and paid by Customer.
2. Customer agrees to provide access to all Equipment covered by this Contract. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.
3. Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Contract, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.
4. In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Contract may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.
5. Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment.
6. Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Contract that comes to Customer's attention.
7. **Energy Guarantee Performance Period Auditing Activities** – In coordination with, or in addition to, any Energy Auditing and Analysis Services, Honeywell will perform Measurement & Verification (M&V) activities as described herein and in Schedule C.
8. **Remote Diagnostics** – Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Energy Savings Guarantee for operational compliance with manufacturer's specifications, Honeywell specifications and requirements of Schedule C.
9. **Potential-To-Save** – Verification of an ECM's potential to generate the proposed energy cost avoidance is satisfied upon Customer's signing of Schedule P or an equivalent Delivery and Acceptance Certificate. (See Schedule C - Definitions: "Option A".)
10. **Energy Purchasing Alternatives** – It is understood that there is no requirement for Honeywell to perform evaluations of energy purchasing alternatives or perform rate negotiations under this contract.  
  
Switching from the respective electric and natural gas local distribution companies (LDCs) to the respective marketers/brokers/suppliers (SUPPLIERS) for the commodity portion of gas and electricity will be the result of Contract(s) between Customer and SUPPLIER(s). Honeywell does not assure the provision of gas or electricity, and all incentives and payments associated with the Contract(s) between Customer and SUPPLIER(s) are the responsibility of the Parties to that Contract.
11. **Utility Rebates** – It is understood that all utility rebates and/or refunds are the result of an agreement between Customer and the utility company and Honeywell assumes no responsibility for either obtaining said rebates and/or refunds or for the quantity of said rebates and/or refunds.

It is further understood that any evaluation and presentation of options by Honeywell for potential utility rebates and credits available to Customer from utility companies is limited to those identified during contract negotiation and during installation. Assisting the Customer in securing identified rebates is understood to be a construction and installation task and is not part of these on-going services.

12. **Recommendations** – It is understood that Honeywell will use its best professional judgment in evaluating energy use characteristics, but assumes no responsibility for financial performance related to any recommendations.

13. **Energy Cost Avoidance** – Energy Cost avoidance may also include, but is not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the Honeywell involvement to the extent permitted by the Contract.

**B. Description of Services**

**Mechanical HVAC and Automation Controls Services (Preventative Maintenance Services)**

1.1 Scope – Honeywell’s scope of work is included in Exhibit 8.

**Energy Guarantee Auditing and Analysis Services (Measurement and Verification Services)**

1.1 Scope – Honeywell will implement Energy *Guarantee* Auditing and Analysis Services for Customer’s facilities, Conservation Measures (ECMs), and/or utility meters in coordination with Schedules A, C, I and K. Honeywell will perform the services outlined in Section 1.4, based on the Measurement and Verification Plan in Exhibit 5.

List of Covered Facilities, Meters, ECMs by Service Offering:

(a)	(b)		(c)	(d)
Facility	Electric Account	Water Account	CMs associated with facility’s meters	Related M&V Offering Subsection
Zoo	9190576976	7002765	ECM 2 – Building Lighting	1.4.1
	9177570935	2453811	ECM 4 - Energy Efficient Transformers	1.4.1
	7584760214	7115829	ECM 5 - Building Envelope Improvements	1.4.1
	9176572908	7115843	ECM 6 – Mechanical Improvements	1.4.1
	1157926450	10406831	ECM 7 - Composter	1.4.4
	640069563	10406833	ECM 8 – Water Conservation	1.4.1
	3048929131	10406835	ECM 9 – Building Automation System	1.4.1
	8080267001	10406837		
	101673903			
	4878141102			
	7793076295			
	9169571925			
	6370508456			
	9159578963			
	7807211417			
	9174578956			
	102671930			
	9115574916			
	9197577951			
	9192570928			
	9183575993			
	9196579925			
	9737074071			
	8555484461			
	6159244588			
	9116572943			
	100677988			
	9167577973			
	1234723490			
	9162570940			
9161572913				
1336486020				
5737071174				
5165578955				
COUNTRY CLUB	5284616348		ECM 2 – Building Lighting	1.4.1

OF MIAMI	4405507346 5289070590 8235421487 9336080065 8431776510 9126120022 410236178 8966041546 8614954025 7832021401 4560256523 3703531578 2791693191 4065567143 8899725363 5241107522 4576944492 4907539524 5914142137 4081810352		ECM 3 -- Pedestrian and Parking Lot Lighting ECM 4 - Energy Efficient Transformers ECM 5 - Building Envelope Improvements ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1 1.4.4 1.4.4
KENDALL SOCCER PARK	599041431		ECM 4 - Energy Efficient Transformers ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1
CRANDON PARK (including golf)	2177768310 3564915407 8681615129 1976109023 4398771404 5705473097 6713477062 6742479014 42642181 6738470019 8503702139 6728477057 6289338011 6605388005 6314118099 164046484 9627518138 6700471029 5042545102 8146236057 4793472012 6141185980		ECM 2 -- Building Lighting ECM 4 - Energy Efficient Transformers ECM 5 - Building Envelope Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1 1.4.1
HAULOVER PARK/MARINA	7096606335 767675028 9433389443 2527499186 5160736020 1830985592 3038596304 1829987567 8356984123 780573440 2031608124		ECM 2 -- Building Lighting ECM 9 -- Building Automation System	1.4.1 1.4.1

	2613346127 1252736499 1837986577 397324195 1843989524 5758240476 4467705119 1844987550 1883984575 2216950077 1836988541 1876983592 6985460119 4967753585 3738266190 2481843007 1743445049 2256925195 8037985564			
AMBLIA EARHART PARK	1184194098 1286970627 1291977658 8079079615 8080077640 3281366553		ECM 1 - Sports Lighting ECM 2 - Building Lighting ECM 6 - Mechanical Improvements	1.4.1 1.4.1 1.4.1
GWEN CHERRY PARK & POOL	8525197136 5885985704 5886983732 5967549154		ECM 4 - Energy Efficient Transformers ECM 5 - Building Envelope Improvements	1.4.1 1.4.1
DEERING ESTATE	895192466 4618807020 7829081004 7937599053		ECM 2 - Building Lighting ECM 5 - Building Envelope Improvements ECM 6 - Mechanical Improvements ECM 9 - Building Automation System	1.4.1 1.4.1 1.4.1 1.4.4
GOULDS PARK	4145518140 6401078909 1719388280 7418450313 5498076974 8789476200 9431078998 6402076936 2091443453 454584103 8538816284		ECM 2 - Building Lighting ECM 5 - Building Envelope Improvements ECM 9 - Building Automation System	1.4.1 1.4.1 1.4.1
CONTINENTAL PARK	9518365474 8435663284 672236452 9536965123 9530962175		ECM 5 - Building Envelope Improvements ECM 6 - Mechanical Improvements ECM 9 - Building Automation System	1.4.1 1.4.1 1.4.1
TAMIAMI PARK	188585061 6600463357 9302168548 8115624309 8334584011 9305160526 5696463396		ECM 1 - Sports Lighting ECM 2 - Building Lighting ECM 6 - Mechanical Improvements ECM 9 - Building Automation System	1.4.1 1.4.1 1.4.1 1.4.1

	8992361462 9303166574 3662364318 5695465368 3479517561			
CRANDON MARINA	8146236057 5338542052 4786471039 4771471044 5928567402 5712474070 109658401 4783479050 2060164296		ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1 1.4.1
THREE LAKES PARK	6546502227		ECM 1 - Sports Lighting ECM 2 -- Building Lighting	1.4.1 1.4.1
TROPICAL PARK	6110365217 6121860495 5948226419 6135862453 6126865416 6142863437 3301418087 6118866406 6141865409 2379295260 5171767584 6105862475 5170769557 8464891186 7144748303 6134864427 6128861470 6127863444 6174877321 5809718074 7608079419 6119864434		ECM 1 - Sports Lighting ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting ECM 4 - Energy Efficient Transformers ECM 6 -- Mechanical Improvements	1.4.1 1.4.1 1.4.1 1.4.1 1.4.1
PLUMWOOD PARK	2178766347 2177768310		ECM 1 - Sports Lighting ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting	1.4.1 1.4.1 1.4.1
BLACK POINT MARINA	2701356038 8308577983 617185152 9327572948 6219318034 3820071029		ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1 1.4.1
KENDALL INDIAN HAMMOCKS PARK	1212061400 4546361470 6582462112 4543369492 9516369411 9397894297		ECM 1 - Sports Lighting ECM 2 -- Building Lighting ECM 5 - Building Envelope Improvements	1.4.1 1.4.1 1.4.1

MCMILLAN PARK	4230167423 6265262425 3790876266		ECM 2 -- Building Lighting ECM 5 - Building Envelope Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1
WESTWIND LAKES REC CENTER	4728160393		ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting ECM 4 - Energy Efficient Transformers ECM 5 - Building Envelope Improvements	1.4.1 1.4.1 1.4.1 1.4.1
DEVON AIRE PARK	5035269579 2585672153		ECM 2 -- Building Lighting ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1
PALMETTO GOLF COURSE	5855590393 7695774906 7682770974 6969918199 9356041047 3064571502 7688773923		ECM 2 -- Building Lighting ECM 5 - Building Envelope Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1
PALM SPRINGS PARK & POOL	7837678734 7823676775 7832671700		ECM 1 - Sports Lighting ECM 5 - Building Envelope Improvements ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1 1.4.1
L&P THOMPSON CAMPGROUND	5157579946 5152572912 5150578960 5151576997 5153570949 5143577988 9680606358 4894947409 5144573903 1673456198		ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1
HOMESTEAD BAYFRONT PARK	573872918 564877983 581871928 572876993 574870945 1505878908 1506876935 3840261352 8860748022 579877978 9284096139		ECM 2 -- Building Lighting ECM 6 -- Mechanical Improvements ECM 9 -- Building Automation System	1.4.1 1.4.1 1.4.1
TRAIL GLADES RANGE	6962176431 7036379183 9306154452 2847861412 6952995055		ECM 2 -- Building Lighting ECM 9 -- Building Automation System	1.4.1 1.4.1
PELICAN HARBOR PARK & MARINA	8452880886 8459881861 8465884818		ECM 2 -- Building Lighting ECM 3 -- Pedestrian and Parking Lot Lighting ECM 6 -- Mechanical Improvements	1.4.1 1.4.1 1.4.1

	8466882845 8451882859 8458883835 8464888893 8471889876		ECM 9 – Building Automation System	1.4.1
MATHESON HAMMOCKS	8306183214 239461122 1089206526 4072238431 9472275511 2605020581 237467170 5821966198 582096161 4934292238 8745751548 2480229588 6426718422 8304055596 229468160 6999781492 5469364094		ECM 2 – Building Lighting ECM 3 – Pedestrian and Parking Lot Lighting ECM 9 – Building Automation System	1.4.1 1.4.1 1.4.1
SOUTHRIDGE PARK	4972534376 8444264561 529870974		ECM 3 – Pedestrian and Parking Lot Lighting	1.4.1
COLONIAL PARK	8652370837 4625880416		ECM 2 – Building Lighting	1.4.1
CHAPMAN PARK	6700068015 1726264185		ECM 3 – Pedestrian and Parking Lot Lighting	1.4.1
EUREKA PARK	6857509050 9714356384 2913632580 8174003338		ECM 1 - Sports Lighting	1.4.1
WEST PERRINE	8322199236 3549683567 7109272976 2173754306 8279170917		ECM 2 – Building Lighting ECM 3 – Pedestrian and Parking Lot Lighting	1.4.1 1.4.1
MILLERS POND PARK	8999120531 754525426 2688288378 4212749065		ECM 2 – Building Lighting	1.4.1
LITTLE RIVER PARK	9371382418 2983821253 535183958 5276446282		ECM 1 - Sports Lighting ECM 2 – Building Lighting ECM 3 – Pedestrian and Parking Lot Lighting	1.4.1 1.4.1 1.4.1
Brothers to the Rescue	5679064336		ECM 1 - Sports Lighting	1.4.1
Olinda Park	7883877180 814974176		ECM 2 – Building Lighting ECM 9 – Building Automation System	1.4.1 1.4.1

1.2 Coverage – This Contract includes all labor, travel, and expenses to perform the services and frequency described in Section 1.4. Services not explicitly described in Section 1.4, including Customer Guarantee Responsibilities, are not included. It is understood that it will be the responsibility of the Customer to investigate and correct any deficiencies not covered under the Services in this Schedule K, including Exhibit 8.

1.3 Reserved

1.4 M&V Offerings – In coordination with section 1.1, Honeywell will perform the Measurement & Verification (M&V) offerings checked below:

1.4.1 Retrofit Isolation Energy Audit for Option A Verified ECMs – HONEYWELL will provide Retrofit Isolation Methodology (RIM) with Pre and Post Retrofit Measurement energy guarantee auditing services as detailed in Schedule C for specific Conservation Measures (ECMs) identified in Schedule C, as using *Option A* methodologies for Measurement and Verification. Honeywell will provide this one-time determination of the quantity of energy avoidance of the Customer's facility for the First Guarantee Year only. RIM methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (section 1.3) Honeywell shall either specify the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables. Annual verification of potential to perform will be verified by visual inspection or data collection as described in Schedule C. Whole Building Analysis using Utility bill auditing (Option C) and reconciliation of RIM results to utility meter bill data is not included. The RIM was selected by the Customer to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due changes to the site or facilities from the baseline conditions.

Honeywell will conduct walk-through observations of the ECMs noted under Work Coverage for this section (see below). It will be the responsibility of the Customer to investigate deficiencies beyond the contracted site visit frequency. It will be the responsibility of the Customer to correct the reported deficiencies.

The report will be limited to information that can be inferred from non-intrusive observations made during the allotted time for the walk-through observation and from the documents provided by the Customer to Honeywell. During the walk through, Honeywell will:

1. Verify through visual observation that each ECM is still installed.
2. Verify to the limits of visual observation that each ECM is still functional. Additional verification will be performed via service records provided per section 1.4.4.
3. Record current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the CMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to Customer records, and compare against the contractual baseline and required post-retrofit operating conditions.
5. Record observed addition or deletion of site equipment, which may impact the ECMs or the building energy consumption and compare to Customer records.
6. Record observations regarding other changes on-site that may impact the ECMs or the building energy consumption.

Honeywell will provide a single (1) reporting submission of the determination of energy avoidance for the First Guarantee Year. The Energy Avoidance quantified in the First Guarantee Year will be specified as the annual Energy Avoidance for each Guarantee Year of the remaining contract term.

The Energy Cost Avoidance for every year of the performance period is quantified based on the Energy Avoidance determined in the First Guarantee Year multiplied by the applicable energy rate as defined in Schedule C. It is the responsibility of the Customer to provide copies of utility bills for the meters affected by the CMs, for the purposes of calculating the current utility prices only. If no utility data is provided within 2 weeks of Customer's receipt, the baseline energy costs as defined in Schedule C and Schedule H will be used.

Work Coverage: ECM-1 Sports Lighting and Controls  
ECM-2 Building Lighting  
ECM-3 Pedestrian and Parking Lot Lighting  
ECM-4 Energy Efficient Transformers  
ECM-5 Building Envelope

ECM-6 Mechanical Improvements (DX replacements and Water Heaters only)

ECM-7 Composting Operation

ECM-8 Water Conservation

ECM-9 Building Automation and Controls

Term Coverage: Year 1 Monitoring; Year 2 to End of Term specified based on Year 1 Results

Option A Audit Report section will be submitted:  1-Time Only  Quarterly  
 Semi-Annually  Annually

1.4.2 RESERVED

1.4.3 RESERVED

1.4.4 Retrofit Isolation Energy Audit for Option B Verified ECMs - HONEYWELL will provide Retrofit Isolation Methodology (RIM) with Annual Measurement energy guarantee auditing services as detailed in Schedule C for specific Conservation Measures (ECMs) identified in Schedule C as using *Option B* methodologies for Measurement and Verification to quantify the derived Energy Cost Avoidance of the Customer's facility. Option B methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (section 1.3) Honeywell shall determine the cost avoidance from the engineering calculations in Schedule F and annual *on-going* measurements of specific variables defined below. Whole Building Analysis using Utility bill auditing (Option C) and reconciliation of RIM results to utility meter bill data is not included. The Option B retrofit isolation method was selected by the Customer to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due changes to the site or facilities from the baseline conditions.

It is the responsibility of the Customer to provide copies of utility bills for the meters affected by the ECMs, for the purposes of calculating the current utility prices only. If no utility data is provided within 2 weeks of Customer's receipt, the baseline energy costs as defined in Schedule C will be used.

Work Coverage: Natural Gas & Electric Meters listed herein

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
Refer to Schedule A	ECM-6 Chiller Replacements	Chiller power efficiencies, current and runtime; supply and return temperatures;	% efficiency Amp Hours Degree F	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	ECM-6 Pumping Optimizations	Pump motor power, efficiency, current, and runtime; supply and return temperatures	Hp % efficiency Amp Hours Degree F	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	ECM-6 Mechanical Air Handling	Fan motor power, efficiency,	Hp % efficiency Amp	30 minute interval	BAS	Remote BAS access required

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
	Unit Variable Air Volume	current, and runtime;	Hours			
Refer to Schedule A	ECM-6 Kitchen Hoods Variable Volume Exhaust Retrofit	Fan motor current, and runtime;	Amp Hours	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Demand Control Ventilation Damper position	% open	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Outside CO2	ppm	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Inside CO2	ppm	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Chilled Water Supply Temperature	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Chiller Water Return Temperature	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Chilled Water Supply Pressure	Differential pressure	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Night Set Back Temp (per VAV Box and programmable thermostat)	Temperature	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Supply Air Temperature	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-9 Building Automation and Controls	Supply Air Pressure	In H2O	15 min.	BAS	Remote BAS access required

Term Coverage: Year 1 through end of Term

Option B Audit Report section will be submitted:  Quarterly  Semi-Annually  Annually

Schedule L

Financing Agreement

To be determined upon finalization of financing source; a sample form of agreement follows for informational purposes only

**EQUIPMENT LEASE/PURCHASE AGREEMENT  
(ACQUISITION FUND)**

This Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of \_\_\_\_\_, and entered into between Banc of America Public Capital Corp, a Kansas corporation ("*Lessor*"), and \_\_\_\_\_, a body corporate and politic existing under the laws of the State of Florida ("*Lessee*").

**WITNESSETH:**

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means \$ \_\_\_\_\_. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with proceeds from Lessee if any, to acquire the Equipment.

"*Acquisition Fund*" means the fund established and held by the Acquisition Fund Custodian pursuant to the Acquisition Fund Agreement, if any.

"*Acquisition Fund Agreement*" means the Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"*Acquisition Fund Custodian*" means the Acquisition Fund Custodian identified in the Acquisition Fund Agreement, and its successors and assigns.

"*Acquisition Period*" means the period ending five (5) business days prior to \_\_\_\_\_.

"*Agreement*" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means the date when Lessee's obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Acquisition Fund Custodian.

"Contract Rate" means the rate identified as such in the Payment Schedule.

"Equipment" means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related costs such as freight, installation and taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition and/or financing of the Equipment.

"Equipment Schedule" means the equipment schedule attached hereto as Exhibit A and made a part hereof.

"Event of Default" means an Event of Default described in Section 12.01.

"Lease Term" means the Original Term and all Renewal Terms, with a final Renewal Term ending on \_\_\_\_\_.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01, or the Acquisition Fund, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Payment Schedule" means the payment schedule attached hereto as Exhibit B and made a part hereof.

"*Renewal Terms*" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year.

"*Rental Payments*" means the basic rental payments payable by Lessee hereunder pursuant to Section 4.01, consisting of a principal component and an interest component.

"*State*" means the State of Florida.

"*Taxable Rate*" means an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"*Termination Value*" means the amount provided in the Payment Schedule.

"*Vendor*" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and the Acquisition Fund Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Acquisition Fund Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or the following fiscal year. The financial statements described in subsection (g) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or the Acquisition Fund Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's rights and benefits under this Agreement and the Acquisition Fund Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, transfers and lets to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

*Section 3.03. Nonappropriation.* Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's expense the Equipment to Lessor at the location(s) to be specified by Lessor.

*Section 3.04. Conditions to Lessor's Performance.*

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Acquisition Fund Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Acquisition Fund Custodian;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and the Acquisition Fund Agreement and performance by Lessee of its obligations under this Agreement and the Acquisition Fund Agreement;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;

(iv) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) If Lessee has designated this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as Exhibit G executed by an authorized official of Lessee;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Acquisition Fund Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(x) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Agreement and the Acquisition Fund Agreement shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Agreement, and (ii) no Event of Default having occurred and continuing.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Acquisition Fund Custodian.

## ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OR AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE HEREUNDER.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

*Section 4.05. Tax Covenants.*

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Acquisition Fund within six (6) months after the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Termination Value as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Termination Value and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Termination Value.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, "*Event of Taxability*" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

*Section 4.07. Mandatory Prepayment.* Any funds not applied to Equipment Costs and remaining in the Acquisition Fund on the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate (in the form attached hereto as Exhibit E), shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

## ARTICLE V

### *Section 5.01. Delivery, Installation and Acceptance of Equipment.*

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an "Acceptance Certificate" in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices (and proof of payment of such invoices) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to recertify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of

this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment by Lessee pursuant to Section 10.01, Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

*Section 6.02. Personal Property.* Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

*Section 7.02. Insurance.* Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and additional insured and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Termination Value of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$1,000,000 per occurrence/\$3,000,000 in the aggregate for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and

in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit F. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

*Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or

in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

*Section 7.05. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to purchase the Equipment in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise its option to purchase the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of

condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Termination Value for the Equipment, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

*Section 9.02 Vendor's Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

## ARTICLE X

*Section 10.01. Purchase Option.* Lessee shall have the option to purchase all, but not less than all, of the Equipment, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the Payment Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in the Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments

then due and all other amounts then owing hereunder plus the then applicable Termination Value, which may include a prepayment premium on the unpaid balance as set forth in the Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Termination Value (or, in the event such purchase occurs on a date other than a Rental Payment date, the sum of (i) the Termination Value relating to the Rental Payment immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such purchase, plus all other amounts then owing hereunder); or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

After payment of the applicable Termination Value and all other amounts owing hereunder, Lessor's interests in and to such Equipment will be terminated and Lessee will own the Equipment free and clear of Lessor's interest in the Equipment.

## ARTICLE XI

### *Section 11.01. Assignment by Lessor.*

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Acquisition Fund Agreement, its interest in the Equipment and Acquisition Fund, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further*, that in any event, Lessee shall not be required

to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Agreement with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's interest in and to the Acquisition Fund, or all rights in, to and under the Acquisition Fund Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) business days after its receipt of such request.

***Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Acquisition Fund Agreement or the Acquisition Fund may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.***

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within 10 days after the date when due as specified herein or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold

its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder , including without limitation all expenses of taking possession, storing,

reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or the Equipment;

(c) Lessor may terminate the Acquisition Fund Agreement and apply any proceeds in the Acquisition Fund to the Rental Payments due hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Acquisition Fund Agreement or to any or all of the Equipment or the Acquisition Fund.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

### ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 13.06. Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State.

*Section 13.07. Captions.* The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

*Section 13.08 Public Records.* All documents, papers, letters or other material made or received in conjunction with this Agreement shall be subject to the public records provisions of Chapter 119, Florida Statutes

*[Remainder of Page Intentionally Left Blank]*

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 556-6977

LESSEE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

*[Signature Page of Equipment Lease/Purchase Agreement]*

List of Exhibits

- Exhibit A -- Equipment Schedule
- Exhibit B -- Payment Schedule
- Exhibit C-1 -- Form of Authorizing Resolution
- Exhibit C-2 -- Form of Incumbency and Authorization Certificate
- Exhibit D -- Form of Opinion of Counsel Form
- Exhibit E -- Form of Acceptance Certificate
- Exhibit F -- Form of Self-Insurance Certificate
- Exhibit G -- Form of Bank Qualification Certificate
- Exhibit H -- Form of Notice and Acknowledgement of Assignment
- Exhibit I -- Form of Acquisition Fund and Account Control Agreement

**EXHIBIT A**  
**EQUIPMENT SCHEDULE**

Location of Equipment:

Equipment Description (Scope of Work):

**EXHIBIT B**

**PAYMENT SCHEDULE**

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value  (including prepayment premium, if applicable)

*Contract Rate.* The Contract Rate is \_\_\_\_\_%.

*Purchase Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Purchase Option Commencement Date is \_\_\_\_\_.

## EXHIBIT C-1

### FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF [\_\_\_\_], AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, [\_\_\_\_] (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of \_\_\_\_\_, is authorized by the laws of the State of \_\_\_\_\_ to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment with a cost not to exceed \$ \_\_\_\_\_ constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates)(the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the documentation relate to the financing of the Equipment for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

*Section 1. Approval of Documents.* The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the \_\_\_\_\_ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to execute, and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the

respective parties thereto, and the \_\_\_\_\_ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

*Section 3. No General Liability.* Nothing contained in this Resolution, the Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are special limited obligations of the Lessee as provided in the Agreement.

*Section 4. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 7. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_],

as lessee

[SEAL]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting \_\_\_\_\_  
[Secretary] [City Clerk] [County Clerk] of \_\_\_\_\_ (“Lessee”)  
certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ by and between Lessee and Banc of America Public Capital Corp (“Lessor”), the Acquisition Fund and Account Control Agreement dated as of \_\_\_\_\_ among Lessor, Lessee and \_\_\_\_\_, as Acquisition Fund Custodian, and all documents related thereto and delivered in connection therewith (collectively, the “Agreements”), and the Agreements are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE  
(to be typed on letterhead of counsel)

[Closing Date]

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
between Banc of America Public Capital Corp, as Lessor, and  
\_\_\_\_\_, as Lessee

Ladies and Gentlemen:

As legal counsel to \_\_\_\_\_ ("*Lessee*"), I have examined (a) an executed counterpart of a certain Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee, and \_\_\_\_\_ as Acquisition Fund Custodian, dated \_\_\_\_\_ (the "*Acquisition Fund Agreement*"), (b) an executed counterpart of the ordinances or resolutions of Lessee which with respect to the transaction contemplated by the Agreement, the Acquisition Fund Agreement, and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Acquisition Fund Agreement and the documents relating thereto are referred to collectively as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents:

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the interest of Lessor or its assigns, as the case may be, in the Equipment, the Acquisition Fund or other collateral thereunder.

6. The portion of rental payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of \_\_\_\_\_ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,

**EXHIBIT E**

**FORM OF ACCEPTANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
between Banc of America Public Capital Corp, as Lessor, and  
\_\_\_\_\_, as Lessee

Ladies and Gentlemen:

In accordance with the Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: \_\_\_\_\_

LESSEE:  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_,  
(the "Agreement") between Banc of America Public Capital Corp, as  
Lessor, and \_\_\_\_\_, as Lessee

In connection with the above-referenced Agreement, \_\_\_\_\_  
(the "Lessee"), the Lessee warrants and represents to Banc of America Public Capital Corp the  
following information. The terms capitalized herein but not defined herein shall have the  
meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar  
amount limit for property damage to the Equipment under such self-insurance program is  
\$ \_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess  
of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar  
limit for property damage to the Equipment under such policy of \$ \_\_\_\_\_.]

2. The Lessee is self-insured for liability for injury or death of any person or damage  
or loss of property arising out of or relating to the condition or operation of the Equipment. The  
dollar limit for such liability claims under the Lessee's self-insurance program is  
\$ \_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess  
of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for  
injury and death to persons as well as damage or loss of property arising out of or relating to the  
condition or operation of the Equipment in the amount of \$ \_\_\_\_\_.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund  
[are/are not] subject to annual appropriation. The total amount maintained in the self-insurance  
fund to cover Lessee's self-insurance liabilities is \$ \_\_\_\_\_. [Amounts paid from  
the Lessee's self-insurance fund are subject to a dollar per claim of \$ \_\_\_\_\_.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to  
pay claims for which it has self-insured from the following sources:  
\_\_\_\_\_. Amounts payable for claims from the such sources are  
limited as follows: \_\_\_\_\_

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT G

FORM OF BANK QUALIFICATION CERTIFICATE

The undersigned, a duly authorized official of \_\_\_\_\_ (the "Lessee") certifies in connection with the Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ (the "Agreement") between Banc of America Public Capital Corp and Lessee as follows:

1. The obligations evidenced by the Agreement are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");
2. The Lessee hereby designates the principal components of the Rental Payments payable under the Agreement as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and
4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: \_\_\_\_\_

LESSEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED \_\_\_\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that it has assigned and sold to \_\_\_\_\_ ("*Assignee*") all of Assignor's right, title and interest in, to and under the Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of \_\_\_\_\_, between Assignor and \_\_\_\_\_ ("*Lessee*"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor's right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor's right, title and interest in, to and under the Acquisition Fund and Account Control Agreement dated \_\_\_\_\_ (the "*Acquisition Fund Agreement*") by and among Lessee, Assignor and \_\_\_\_\_, \_\_\_\_\_, as Acquisition Fund Custodian, together with the Acquisition Fund related thereto (collectively, the Assigned Property").

1. Pursuant to the authority of Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, Lessee hereby [consents to and] acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	-	_____
Amount of Each Rental Payment	-	\$ _____
Total Amount of Rents Remaining	-	\$ _____
Frequency of Rental Payments	-	_____
Next Rental Payment Due	-	_____
Funds Remaining in Acquisition Fund	-	\$ _____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Acquisition Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

LESSEE: \_\_\_\_\_  
[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP  
[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT I

### Form of Acquisition Fund and Account Control Agreement

This Acquisition Fund and Account Control Agreement (this "Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), \_\_\_\_\_, a political subdivision of the state of \_\_\_\_\_ (hereinafter referred to as "Lessee") and Deutsche Bank Trust Company Americas, a New York banking corporation (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_, \_\_\_\_\_ between Lessor and Lessee. (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount (\$ \_\_\_\_\_) be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created a special trust fund to be known as the "\_\_\_\_\_ Acquisition Fund" (the "Acquisition Fund") to be held in trust by the Acquisition Fund Custodian for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Acquisition Fund Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Acquisition Fund Custodian for the reinvestment of any maturing investment. Accordingly, neither the Acquisition Fund Custodian nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and Lessee agrees to and does hereby release the Acquisition Fund Custodian and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. The Acquisition Fund Custodian shall have no discretion whatsoever with respect to the management, disposition or investment of the Acquisition Fund and is not a trustee or a fiduciary to Lessee. The Acquisition Fund Custodian shall not be responsible for any market decline in the value of the Acquisition Fund and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Acquisition Fund, except upon specific written

instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of [*state law citation*].

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Acquisition Fund Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Acquisition Fund on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Acquisition Fund Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Acquisition Fund Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Acquisition Fund Custodian, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Acquisition Fund are at any time given by Lessor and Lessee, the Acquisition Fund Custodian shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Acquisition Fund Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Acquisition Fund Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Acquisition Fund Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Acquisition Fund Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Acquisition Fund Custodian hereunder, the Acquisition Fund Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Acquisition Fund Custodian shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Acquisition Fund Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Acquisition Fund Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Acquisition Fund Custodian for all reasonable costs and expenses, including those of the Acquisition Fund Custodian's attorneys, agents and employees incurred for extraordinary administration of the Acquisition Fund and the performance of the Acquisition Fund Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Acquisition Fund.

(j) The Acquisition Fund Custodian or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Acquisition Fund Custodian shall be under no further obligation except to hold the Acquisition Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Acquisition Fund.

(k) The Acquisition Fund Custodian shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties responsibilities or obligations shall be read into this Agreement.

## 2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Acquisition Fund. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Acquisition Fund Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is

due. Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or laps of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Acquisition Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Acquisition Fund. Any funds remaining in the Acquisition Fund on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Acquisition Fund as otherwise provided herein, shall be distributed by the Acquisition Fund Custodian to the Lessor in order for the Lessor to apply such funds to amounts owed under the Lease in accordance with Section 4.07 of the Lease.

5. Acquisition Account Lien. The Acquisition Fund Custodian and Lessee acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Acquisition Fund Custodian for disbursement or return as set forth herein in accordance with the terms hereof. The Acquisition Fund Account hereby created shall be irrevocable and the Lessor shall have an express lien on all cash and investments in the Acquisition Fund Account pursuant

to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Lease. Neither the Lessee nor the Acquisition Fund Custodian shall cause nor permit any other lien or interest whatsoever to be imposed upon the Acquisition Fund Account.

6. Control of Acquisition Account. Lessor, Lessee and Acquisition Fund Custodian further agree as follows:

(a) Acquisition Fund Custodian will comply with all entitlement orders originated by Lessor with respect to the cash or investments held in the Acquisition Fund, or any portion thereof, without further consent by Lessee.

(b) Acquisition Fund Custodian hereby represents and warrants (a) that the records of Acquisition Fund Custodian show that Lessee is the sole owner of the cash and investments, (b) that Acquisition Fund Custodian has not been served with any notice of levy or received any notice of any claim to the cash and investments held in the Acquisition Fund, or any portion thereof, other than Lessor's claim pursuant to this Agreement, and (c) that Acquisition Fund Custodian is not presently obligated to accept any entitlement order from any person with respect to the cash and investments held in the Acquisition Fund, except for entitlement orders that the Acquisition Fund Custodian is obligated to accept from Lessor under this Agreement and entitlement orders that Acquisition Fund Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(c) Without the prior written consent of Lessor, Acquisition Fund Custodian will not enter into any agreement by which Acquisition Fund Custodian agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (d) below, Lessee, with respect to any portion or all of the cash and investments held in the Acquisition Fund. Acquisition Fund Custodian shall promptly notify Lessor if any person requests the Acquisition Fund Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the cash and investments held in the Acquisition Fund.

(d) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Acquisition Fund Custodian may allow Lessee to effect sales, trades, transfers and exchanges of the cash or investments within the Acquisition Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any cash or investments held in the Acquisition Fund from the Acquisition Fund. Acquisition Fund Custodian acknowledges that Lessor reserves the right, by delivery of written notice to Acquisition Fund Custodian, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any cash or investments held in the Acquisition Fund. Further, Acquisition Fund Custodian hereby agrees to comply with any and all written instructions delivered by Lessor to Acquisition Fund Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(e) Lessee hereby irrevocably authorizes Acquisition Fund Custodian to comply with all instructions and entitlement orders delivered by Lessor to Acquisition Fund Custodian.

(f) Acquisition Fund Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the cash or investments held in the Acquisition Fund, and Acquisition Fund Custodian will not exercise, enforce or attempt to enforce any right of setoff against the cash and investments held in the Acquisition Fund, or otherwise charge or deduct such cash or investments in any amount whatsoever.

(g) Acquisition Fund Custodian is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof Lessee, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to Lessee with respect to the Acquisition Fund.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Custodian such information as it may request, from time to time, in order for the Custodian to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (443) 556-6977

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Acquisition  
Fund Custodian: Deutsche Bank Trust Company Americas  
60 Wall Street, 27<sup>th</sup> Floor  
New York, NY 10005  
Attn: Lisa McDermid  
Phone: 212-250-6674  
Fax: 212-797-8600

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the parties have executed this Acquisition Fund and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp  
as Lessor

\_\_\_\_\_ as Lessee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Deutsche Bank Trust Company Americas  
As Acquisition Fund Custodian

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**  
**to the Acquisition Fund and Account Control Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_ by and between Banc of America Public Capital Corp, as Lessor and \_\_\_\_\_, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Acquisition Fund and Account Control Agreement, dated as of \_\_\_\_\_ (the "Acquisition Fund and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), \_\_\_\_\_ ("Lessee") and Deutsche Bank Trust Company Americas, (the "Acquisition Fund Custodian"), the undersigned hereby requests the Acquisition Fund Custodian pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund and Account Control Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Acquisition Period.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Disbursement of funds from the Acquisition  
Fund in accordance with the foregoing  
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_  
Name:  
Title:

Schedule M

Performance Bond

Left blank intentionally



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. 00

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

Amount

Know All Men By These Presents,

That we, HONEYWELL INTERNATIONAL INC.
101 Columbia Road
Morristown, NJ 07962-1057

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

(hereinafter called the Oblige), in the amount of

), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

WHEREAS, the Principal entered into a certain Contract with the Oblige, dated for:

Contract Guaranteed Energy, Water and Wastewater Performance Savings

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Bond No.

- b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Sealed with our seals and dated this

HONEYWELL INTERNATIONAL INC.

By: *Thomas F. Larkins*  
 Thomas F. Larkins, Vice President

FEDERAL INSURANCE COMPANY

By: *[Signature]*  
 Attorney in Fact  
 Matthew J. Rosenberg, Attorney-in-Fact

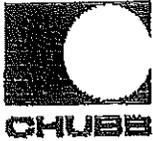
PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. For the purposes of this bond, performance under said Contract only includes the construction and installation phase of said Contract and the one (1) year warranty period, as defined under Section - "Warranty" of said Contract. This bond does not include coverage for any other performance, including, but not limited to Schedule C - Savings Guaranteed, Schedule F - Savings Calculation Formula and Schedules H and I pertaining to generating guaranteed energy savings. To the extent language in this bond conflicts with language in the Contract with respect to coverage, it is understood that the bond language will prevail. The obligee acknowledges and accepts this restriction through its signature at the bottom of the bond form and expressly waives any right to make a claim against this bond for any warranty related issues.

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGEE.

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: \_\_\_\_\_  
 PRINTED NAME/TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 16 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3666

Bond No.

FEDERAL INSURANCE COMPANY

PAYMENT BOND

Amount

Know All Men By These Presents,

That we, HONEYWELL INTERNATIONAL INC.
101 Columbia Road
Morristown, NJ 07962-1057

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana (hereinafter called the Surety), as Surety, are held and firmly bound unto

(hereinafter called the Oblige), in the amount of
) Dollars

), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Oblige, dated for:

Contract Guaranteed Energy, Water and Wastewater Performance Savings

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor, materialmen or laborer having a just claim, then this obligation shall be void; otherwise to remain in full force and effect, subject, however to the following conditions:

No suit or action shall be commenced hereunder by any claimant:

- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Bond No.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

HONEYWELL INTERNATIONAL INC.

By: Thomas F. Larkins  
Thomas F. Larkins, Vice President

FEDERAL INSURANCE COMPANY

By: Matthew J. Rosenzweig  
Matthew J. Rosenzweig, Attorney-in-Fact

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. For the purposes of this bond, performance under said Contract only includes the construction and installation phase of said Contract and the one (1) year warranty period, as defined under SECTION "WARRANTY" of said Contract. This bond does not include coverage for any other performance, including, but not limited to Schedule C - Savings Guarantee, Schedule F - Savings Calculation Formula and Schedules H and I pertaining to generating guaranteed energy savings. To the extent language in this bond conflicts with language in the Contract with respect to coverage, it is understood that the bond language will prevail. The Obligor acknowledges and accepts this restriction through its signature at the bottom of this bond form and expressly waives any right to make a claim against this bond for any warranty related issue.

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGOR.

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: \_\_\_\_\_  
 PRINTED NAME/TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Schedule N  
Certificate of Acceptance Investment Grade Audit

Not Applicable

Schedule O

Projected Cash Flow

Program Cost	\$ 7,879,000																
Down Payment	\$ -																
Financed Amount	\$ 7,879,000																
Inflation Rate Adjustment (energy escalation rate)	3.0%																
Lease Interest Rate	2.98%																
Lease Term in Years	15 plus 14 month construction period																
Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Totals	
Annual Budget Savings	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Utility Reduction	\$ 422,676	\$ 485,358	\$ 448,417	\$ 481,869	\$ 475,725	\$ 489,997	\$ 504,697	\$ 519,838	\$ 535,433	\$ 551,486	\$ 564,131	\$ 570,758	\$ 587,878	\$ 605,514	\$ 622,625	\$ 7,788,406	
Net Operational Reduction (with Compost Proceeds)	\$ 208,221	\$ 237,388	\$ 242,136	\$ 246,976	\$ 251,915	\$ 256,954	\$ 262,093	\$ 267,335	\$ 272,681	\$ 278,135	\$ 283,698	\$ 289,372	\$ 295,159	\$ 301,062	\$ 307,083	\$ 4,000,201	
Utility Rebate	\$ 40,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,739	
Total Annual Program Savings	\$ 571,636	\$ 672,741	\$ 690,550	\$ 708,845	\$ 727,641	\$ 746,951	\$ 766,730	\$ 787,172	\$ 808,114	\$ 829,621	\$ 837,828	\$ 850,126	\$ 863,038	\$ 883,037	\$ 905,576	\$ 929,709	\$ 11,827,346
Program Cost																	
Lease Purchase Agreement Payment*	\$ 583,424	\$ 581,863	\$ 586,666	\$ 612,453	\$ 628,398	\$ 653,767	\$ 670,810	\$ 688,313	\$ 705,289	\$ 724,791	\$ 729,802	\$ 748,859	\$ 766,431	\$ 788,533	\$ 808,124	\$ 10,290,763	
Honeywell Support Services Agreement	\$ 88,212	\$ 90,858	\$ 83,584	\$ 96,362	\$ 98,283	\$ 93,184	\$ 95,980	\$ 98,859	\$ 101,825	\$ 104,880	\$ 108,026	\$ 111,267	\$ 114,605	\$ 116,043	\$ 121,586	\$ 1,536,563	
Total Annual Program Costs	\$ 571,636	\$ 672,741	\$ 690,550	\$ 708,845	\$ 727,641	\$ 746,951	\$ 766,730	\$ 787,172	\$ 808,114	\$ 829,621	\$ 837,828	\$ 850,126	\$ 863,038	\$ 883,037	\$ 905,576	\$ 929,709	\$ 11,827,346
Program Cash flow																	
Net Annual Financial Impact	\$ (0)	\$ 0	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ 0	\$ (0)	\$ 0	\$ 0	\$ 0	\$ (0)	\$ 0	\$ 0	
*Semi-Annual Lease Payment	\$ 291,712	\$ 290,942	\$ 298,483	\$ 306,227	\$ 314,179	\$ 326,884	\$ 335,405	\$ 344,157	\$ 353,145	\$ 362,376	\$ 364,901	\$ 374,430	\$ 384,216	\$ 394,267	\$ 404,082		

Schedule P  
County Certificate of Acceptance

**Project Final Acceptance Procedure:**

As portions of the Project near completion, the Honeywell Project Manager will start the Project Close-Out Process. The Honeywell Project Manager shall use the Scope-of-Work (SOW) listed in Schedule A as the basis for the Close-Out Process and shall demonstrate to the Owner's Representative that each separate item of the SOW is substantially complete. The sign off process will be by portion of the Scope of Work or by individual Conservation Measure (ECM). After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the Owner's Representative shall execute the Delivery and Acceptance Certificate to acknowledge substantial completion and Honeywell will complete the "Punch List" within two weeks. Execution of this Delivery and Acceptance Certificate signifies the start of the warranty provided in the Contract for this portion of the Work.

Schedule of Acceptance: The acceptance process will follow the following schedule:

ECM #	ECM Name	Acceptance Date
1	Sports Lighting and Controls	
2	Building Lighting	
3	Pedestrian and Parking Lot Lighting	
4	Energy Efficient Transformers	
5	Building Envelope Improvements	
6	Mechanical Improvements	
7	In-Vessel Composting Operation	
8	Water Conservation	
9	Building Automation and Controls	

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name: Miami Dade County

Contract Effective Date: \_\_\_\_\_

Scope-of-Work (SOW) Item/Conservation Measure (CM): See Schedule of Acceptance

To: Honeywell International Inc.

Reference is made to the above listed Contract between the undersigned and Honeywell International Inc. and to the Scope of Work as defined in Schedule A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Conservation Measure (ECM) referenced above and also listed in Schedule A of the Contract has been demonstrated to the satisfaction of the County's Representative as being substantially complete
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Contract. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Schedule D, The Payment Schedule.

Owner Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

# Schedule Q

## Equipment Warranties

To Be Provided After the Issuance of  
Contracts and Subcontracts