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

MEMORANDUM

Agenda Item No. 14(A)(12)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute an Energy Performance Contract with Honeywell International Inc. in the aggregate amount of $5,474,947.00, inclusive of third-party financing in an amount not to exceed $5,085,433.00 and operation and maintenance costs of up to $389,503.00, which will be financed through contractually guaranteed costs savings to implement energy conservation measures at PortMiami; approving third party financing for the Project after public hearing as required by section 147(f) of the Internal Revenue Code of 1986, as amended; and waiving Resolution No. R-130-06

Resolution No. R-735-16

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

Abigail Price-Williams
County Attorney

APW/smm

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution for Award of Energy Performance Contract and Service Agreement to Honeywell International Inc. for the Purpose of Implementing Energy Conservation Measures at PortMiami and Approving Related Financing

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving, and authorizing the execution of an Energy Performance Contract and Service Agreement (Contract) between Honeywell International Inc. (Honeywell) and the County to implement energy conservation measures (ECMs) at PortMiami in an amount not to exceed $5,474,947.00, of which, $5,085,433.00 will be financed using a third party Municipal Lease and the remaining $389,503.00 will be paid through utility and operational guaranteed savings. The attached resolution also approves the third party financing after a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986 and any other related agreements necessary to implement the Contract and financing.

SCOPE

PortMiami is located primarily within District 5, which is represented by Commissioner Bruno Barreiro; however, the impact of this agenda item is countywide, as PortMiami is a regional asset.

DELEGATION OF AUTHORITY

In addition to the authority to execute and implement the Contract, the County Mayor or County Mayor's designee is authorized to (i) negotiate and enter into a financial lease arrangement with a third-party institution at terms favorable to the County, (ii) approve project financing terms, (iii) exercise termination provisions, (iv) determine substantial completion of projects, and (v) approve modifications to the Energy Conservation Measures project scope of work as long as the modifications are in compliance with Section 489.145 of the Florida Statutes, which governs and regulates the County's Energy Performance Contracting Program, and do not violate the terms of the Financing or any other applicable clause or schedule of the Contract. This latter authority is required in order to provide staff with the flexibility to address material issues that may become evident during the construction period, so long as the cost of the ECM project is not exceeded.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact of this resolution totals $5,474,947.00 and includes: (1) $5,085,433.00 will be financed in the form of a Municipal Lease with a 16-year term, which will provide the County with a low-interest tax free "loan" and be paid to Honeywell over a 12-month implementation period as the work of the ECMs progress; and (2) an aggregate of $389,503.00 in service and maintenance costs that will be paid to Honeywell on an annual basis as part of operating expenditures. The service and maintenance costs are not borrowed and will be funded from utility and operating savings resulting from the ECM project.

This contract allows the County to replace aging and inefficient assets with the utility and operating savings resulting from the replacement of the assets. While this contract does not have any SBE requirements, Honeywell has committed to a 20 percent SBE participation level.

TRACK RECORD/MONITOR

The staff members responsible for monitoring the contract are Reinaldo Abrahante, Performance Contracting Program Manager for the Internal Services Department's (ISD) Facilities and Utilities Management Division; Gyselle Pino, PortMiami Division Chief of Contracts for, Procurement and Materials Management; and Jesus Valido, PortMiami's Facilities Manager.

BACKGROUND

Pursuant to Resolution No. R-228-09, the County is required to reduce electricity consumption by 20 percent from 2007 levels by 2014. Resolution No. R-795-12 requires the County to reduce energy density by 20 percent from 2009 levels by 2020 and the County's Energy Performance Contracting program, managed by ISD provides an effective, cost-efficient, and reliable method of implementing energy-saving measures.

Pursuant to Resolution No. R-740-08, the Board approved the establishment of an Energy Performance Contracting Program, allowing the County to use private energy services companies to recommend ways to reduce energy consumption at County facilities and equipment. These projects are performed in a turn-key fashion by the companies, that must guarantee that the projected savings in County utility expenses will meet or exceed all project costs. The program utilizes the pool of ten (10) energy services companies established by State of Florida Contract 973-320-08-01. Additionally, Subsection (4)(d) of Section 489.145 of the Florida Statutes regulates guaranteed energy performance savings contracting and requires performance savings contractors be selected competitively in compliance with Section 287.055 of the Florida Statutes, unless it can be shown that fewer than three (3) firms are qualified to perform the required services.

The Energy Performance Contracting Program 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. Florida Statutes allow a maximum 20-year financing plan and provide:

1. An efficient system-wide approach to necessary life-cycle replacement of equipment that results in lower capital and long-term operating and maintenance costs;
2. Projected savings from projects guaranteed to cover all County costs, with the energy services companies (Honeywell) paying the difference if savings fall short;
3. Reduced financing costs, since projects qualify for tax-exempt municipal lease rates;
4. Consistency of performance 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; and
6. A guarantee by energy service companies by contract and by statute that the equipment procured and installed will achieve the promised energy savings.

On May 8, 2014, the County issued a solicitation for qualification packages from all firms in the Florida State's pool of Energy Service Companies (ESCOs), as authorized by the Board under Resolution No. R-740-08.

On February 18, 2015, ISD notified Honeywell that it was selected to provide an Investment Grade Audit (Audit) for Miami-Dade County Seaport facilities. The Audit was completed on September 3, 2015 by Honeywell and submitted to PortMiami for review. The purpose of this audit was to document and create an investment-grade energy savings cash flow mechanism that could be used to secure a Municipal Lease that would be used to pay for this project. The Audit is also used by Honeywell

International to set the guaranteed energy savings that Honeywell is contractually guaranteed to have generated from this project.

The main areas of the Audit focused on lighting, water, and Heat/Ventilation/Air Conditioning systems. The multi-step process of the Audit analyzed these systems by gathering facility information, such as original construction documents, which were then supplemented by field observations of the as-installed conditions. This data was then inputted into spreadsheets and computer analysis programs work developed to accurately estimate energy consumption and demand. The data was then modified to reflect each proposed energy conservation measure, with the change in energy consumption and demand quantified and applied to current electrical rates to determine the cost savings.

In conjunction with each measure, a specific scope of work was defined. With the scope defined, the cost to implement each measure was developed along with associated project development expenses, including: labor, materials, warranty, savings guarantee, project management, overhead, and engineering fees. The implementation costs were then compared against the annual savings to determine the technical and economic viability of the overall project.

To obtain the third-party financing, Honeywell solicited quotes from banks to provide the County with the most favorable financing terms and conditions to fund the cost of the energy conservation measures project. Since the County obtains better interest rates than the energy services companies, Honeywell itself will not finance the project. The County will arrange for the financing directly with a bank if approved by the Board. This financing will be obtained through a Municipal Lease, and all financing costs will be funded from the operating and energy cost savings that are guaranteed by Honeywell. The financing will be included in the payments made by the County pursuant to the Municipal Lease. This contract with Honeywell can be terminated (be null and void) if the County does not accept the terms of the proposed financing arrangement.

Once the County has obtained the financing and issued a Notice to Proceed, Honeywell will be contractually obligated to complete the project within a 12-month period. It is critical to both PortMiami and Honeywell to achieve the operating and energy cost savings in a timely manner as stipulated in the Audit, which the Municipal Lease payments and contractually-guaranteed savings are based on. If this project is not completed as stipulated, the County would withhold project payments to Honeywell or have Honeywell make payments to compensate the gap between the Municipal Lease payments and the guaranteed savings.

This agreement provides for an efficient system-wide approach that includes necessary life-cycle replacement of capital equipment, resulting in lower long-term operating and maintenance costs, and is guaranteed to be fully repaid from the energy savings. PortMiami will have to replace and/or repair the included projects in the near future and would be using a combination of operating and capital funds in lieu of guaranteed energy savings. By approving this contract with Honeywell, the projects would ultimately be funded through PortMiami's energy savings without impacting the PortMiami's overall operating or capital budgets. It should also be added that the Board has approved similar contracts for the Parks, Recreation and Open Spaces Department (Resolution No. R-110-14) and the Miami Dade Aviation Department (Resolution No. R-1035-14).

With respect to the Financing of the project, a public hearing by the Board is scheduled for the date of final Board approval for the Resolution in order to comply with the provisions of Section 147(f) of the Internal Revenue Code. The public hearing, will be held in accordance with the form of public notice that is on file with the Clerk as Exhibit A to the resolution and published in the Miami Herald. This hearing, once concluded, will satisfy the requirements needed for technical compliance with Internal Revenue Service regulations. The not-to-exceed amount of $5,085,433.00 set forth in the public notice

is to fund the costs of the energy savings measures under the Contract and related third-party financing costs.

WAIVER OF RESOLUTION NO. R-130-06

The Contract was signed by Honeywell on November 2, 2015 but the financing terms have not been finalized. This item will waive Resolution No. R-130-06, which requires proposed agenda items seeking approval of a contract or conveyance and the authority to execute the same not be placed on any Committee or Commission agenda unless the contract is completely negotiated in final form.

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(12)

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

_____ Statement of social equity 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. 14(A)(12)
7-19-16

RESOLUTION NO. R-735-16

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN ENERGY PERFORMANCE CONTRACT WITH HONEYWELL INTERNATIONAL INC. IN THE AGGREGATE AMOUNT OF $5,474,947.00, INCLUSIVE OF THIRD-PARTY FINANCING IN AN AMOUNT NOT TO EXCEED $5,085,433.00 AND OPERATION AND MAINTENANCE COSTS OF UP TO $389,503.00, WHICH WILL BE FINANCED THROUGH CONTRACTUALLY GUARANTEED COSTS SAVINGS TO IMPLEMENT ENERGY CONSERVATION MEASURES AT PORTMIAMI; APPROVING THIRD PARTY FINANCING FOR THE PROJECT AFTER PUBLIC HEARING AS REQUIRED BY SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND WAIVING RESOLUTION NO. R-130-06

WHEREAS, Miami-Dade Resolution No. R-795-12 requires the 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 conservation measures ("ECMs"); and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference (the "Memorandum"); and

WHEREAS, this Board, desires to hold a public hearing, notice of which was published in the Miami Herald (a copy of the form of the notice is attached to this resolution as Exhibit "A"), in accordance with Section 147(f) of the Internal Revenue Code, as amended (the "Code"), for the purpose of giving all interested persons an opportunity to express their views in connection with the third-party financing ("Financing") of the energy conservation measures included in the

Guaranteed Energy, Water, And Wastewater Performance Savings Contract ("Energy Performance Contract") attached to this resolution as Exhibit B, and having the benefit of the hearing, this Board desires to approve the Financing as required by Section 147(f) of the Code,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves and authorizes the County Mayor or the County Mayor's designee to execute, the Energy Performance Contract between Honeywell International Inc. and the County in substantially the form attached hereto as Exhibit B for the purpose of implementing energy conservation measures for certain facilities located at buildings 1001, 1007 and 1015 North America Way, Miami, Florida 33132, and four parking garages (C, D, G & J) at the Dante B. Fascell Port of Miami ("Port") in the aggregate amount of $5,474,947.00, inclusive of third-party financing of an amount not to exceed $5,085,433.00 which constitutes principal, interest and closing costs and operation and maintenance costs of up to $389,503.00, which will be financed through contractually guaranteed costs savings.

Section 2. After providing a reasonable opportunity to be heard to all persons present this Board approves the Financing and authorizes the County Mayor or the County Mayor's designee to enter into a Municipal Lease with Banc of America Public Capital Corp. in substantially the form attached hereto as Exhibit C with such changes, modifications, insertions and omissions and such filling-in of blanks as may be deemed necessary and approved by the County Mayor or the County Mayor's designee in consultation with the County Attorney's Office, on terms the County Mayor or the County Mayor's designee finds favorable to the County, that allows for the financing of the (i) the ECM project, (ii) capitalized interest during construction of the Project, (iii) related financing costs, and (iv) authorizes the County Mayor or the County Mayor's

designee to enter into and execute other agreements as may be necessary to effectuate the Energy Performance Contract and the Financing in accordance with Section 147(f) of the Code.

Section 3. Waives the requirements of Resolution No. R-130-06, requiring contracts to be fully negotiated and signed by all parties except governmental entities, in connection with the agreements approved and authorized in Sections 1 and 2 above finding that it is in the best interest of the County to do so based upon the reasons, finding and recommendation of the County Mayor set forth in the accompanying memorandum.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

Exhibit A to Resolution

Form of

NOTICE OF PUBLIC HEARING

Miami-Dade County, Florida (the "County") intends to enter into a Municipal Lease, in an aggregate principal amount not exceeding $5,085,433 (the "Lease"). The Lease is being issued for the purposes of, together with any other available funds, financing the cost of certain energy saving conservation measures at the Port of Miami ("PortMiami") to be approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board").

The proceeds of the Lease will be used to finance costs of certain energy conservation measures, including: (i) the installation of energy efficient transformers, water conservation improvements, mechanical improvements, and building and automation systems, at the Port Miami Administration Buildings located at 1001, 1007, and 1015 N. America Way, (ii) the installation of energy efficient transformers and lighting and lighting controls at Parking Garage C, located at 1640 Africa Way, (iii) the installation of lighting controls at Parking Garage D, located at 1000 N. Cruise Boulevard, (iv) the installation of energy efficient transformers and lighting and lighting controls at Parking Garage G, located at 921 N. America Way, (v) the installation of energy efficient transformers and lighting and lighting controls at Parking Garage J, located at 1122 Port Boulevard, and (vi) other seaport-related capital projects approved by the Board and constituting part of PortMiami. All such facilities and projects shall be owned by the County and used in the operation of PortMiami, which is located on Dodge Island, the man-made island in Biscayne Bay resulting from the conjoining of the original Dodge, Lummus and Sam's Islands. Dodge Island is located between the City of Miami mainland and the Main Channel Entrance to Biscayne Bay, immediately south of the City of Miami Beach. PortMiami's address is 1015 N. America Way, Miami, Florida 33132.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on July 6, 2016 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed execution of the Lease. The documents regarding the proposed execution of the Lease and other public records regarding the facilities and projects being financed are in the possession of the Miami-Dade County Seaport Department and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Miami-Dade County Seaport Department at 1015 N. America Way, Suite 200, Miami, Florida 33132. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

//

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

Harvey Ruvin, Clerk of the Board of
County Commissioners of Miami-Dade
County, Florida

July __, 2016

EXHIBIT B

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS CONTRACT

By and Between

Honeywell International Inc.

and

Miami-Dade County

[April __, 2016]

Miami-Dade Seaport Department

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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, 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 1st 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 twelve (12) month time period from January 2014 through December 2014. 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 1st through September 30th.

"**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) sixteen (16) 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 (County 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 Responsibilities and Training), 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 County's Maintenance Responsibilities as indicated in Schedule J. 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, Compensation and 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 3, 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 and Exhibit 5.

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 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; all rights to software shall be as set forth in the license agreement in Exhibit 7.

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 it 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.

The policies 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 administrated 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: Honeywell International Inc., Attention: Branch Manager, 9315 NW 112 Ave, Miami, Florida 33178

TO AGENCY: Miami-Dade County – Internal Services Division, Attention: Ray Abrahante 200 NW 1st 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, workaround 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: SR. BUSINESS CONSULTANT	Title: _____
Date: 02/11/2016	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, Schedule of Work (SOW) Sections 1 - 5 shall take precedence over the tables below in the event of a discrepancy, and the Work includes only that scope of work specifically set forth in Sections 1-5.

Facility Name:	Administration Buildings
Address:	1001, 1007 and 1015 North American Way – Miami, Florida.
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		Energy Efficient Transformers	25 years
4		Water Conservation	20 years
5		Mechanical Improvements	20 years
6		Building Automation Systems	20 years

Facility Name:	Parking Garage C
Address:	1640 Africa Way – Miami, Florida
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		Lighting and Controls	LED Lighting – 20 years
2		Energy Efficient Transformers	25 years

Facility Name:	Parking Garage D
Address:	1000 N. Cruise Blvd. – Miami, Florida
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		Lighting and Controls	LED Lighting – 20 years

Facility Name:	Parking Garage G
Address:	921 N. America Way – Miami, Florida
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		Lighting and Controls	LED Lighting – 20 years
2		Energy Efficient Transformers	25 years

Facility Name:	Parking Garage J
Address:	1122 Port Blvd. – Miami, Florida
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		Lighting and Controls	LED Lighting – 20 years
2		Energy Efficient Transformers	25 years

1. Lighting and Controls Retrofits

Honeywell's lighting retrofit solution shall in general include LED or fluorescent replacement in Parking Garages C, D, G, and J, also in general include relamp-reballast, delamp & reflector, new fixtures, conversion kits, occupancy sensor controls, and/or photocell controls. A wireless mesh network control system shall be deployed in the garages. Only those fixtures, equipment and systems specifically identified in "Exhibit 2 Detailed Scopes of Work," attached hereto and incorporated herein by reference, shall be included in the scope of work.

1.1. The following standards will be adhered to:

1.1.1. Hazardous Waste Disposal

1.1.2. National Electric Code

1.1.3. NFPA

1.1.4. OSHA

1.1.5. NEMA

1.1.6. UL

1.1.7. IES

1.2. Existing fluorescent lighting systems shall be retrofit with LED retrofit kits as detailed in "Exhibit 2 Detailed Scopes of Work."

1.3. 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."

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

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

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

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

1.8. No lenses or diffusers will be replaced on any retrofitted fixtures unless specifically noted in "Exhibit 2, Detailed Scopes of Work."

1.9. County Responsibilities:

1.9.1 Honeywell assumes that the existing electrical wiring, the grounding, the existing circuit breakers, are in good operable condition and in compliance with existing codes. Any major components or wiring discovered by Honeywell in need of repair shall be noted and submitted to the County. Any repairs shall be the responsibility of the County to remedy in a timely manner.

1.9.2 Provide access to areas that require restricted access permits, and/or specialized escorts.

1.9.3 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) is the sole responsibility of the County.

1.10. Warranty

1.10.1 Honeywell shall provide a one year workmanship only warranty. Any manufacturer's warranties or extended warranties shall be handled direct between the County and the manufacturer.

1.10.2 LED fixtures installed on this project have a manufacturer's warranty of ten (10) years for new parking area fixtures, exit signs, and wall packs. This warranty shall be handled directly between the County and the manufacturer. LED lamps installed on this project have a manufacturer's warranty of ten (10) years. LED cylinders and recessed can retrofit kits have a manufacturer's warranty of five (5) years. During the warranty period, the County's staff shall replace all defective lamps and fixtures under warranty including 1st year warranty. Honeywell or its subcontractor will maintain a 2% maintenance stock of replacement lamps and drivers, or a minimum of two for each type, shall be maintained at the County's site throughout the manufacturer's warranty period. During the warranty period, all material exchanges will be processed by the County directly through the manufacturer.

1.10.3 1st year workmanship warranty shall begin upon ECM acceptance. Extended warranties shall commence upon date of installation.

1.11 Exclusions:

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

1.11.2 Concealed conditions past the existing fixture junction.

1.11.3 Specific damage to the lighting system caused by lightning, significant changes in power quality, power surges, physical damage to the equipment or abnormal operation are excluded from this warranty.

2. Energy Efficient Transformers

2.1 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.

2.1.1.Locations included

- Administration Building 1007 - (6) 45 kva, (1) 75 kva
- Administration Building 1001 – (1) 112.5 kva
- Administration Building 1015 - (1) 45 kva, (1) 75 kva & (1) 112.5 kva
- Parking Garage G - (2) 15 kva & (2) 30 kva
- Parking Garage J - (1) 15 kva & (1) 30 kva

- Parking Garage C - (1) 15 kva, (1) 25 kva & (1) 30 kva

2.1.2 New transformers shall be aluminum wound. Existing transformers will be disposed of and a certificate of recycle provided.

2.2. <u>County Responsibility</u>

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

2.2.2. A space for storage on site is to be provided

2.3. <u>Exclusions:</u>

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

2.4. <u>Warranty</u>

2.4.1. Honeywell shall provide a One (1) year workmanship only warranty which starts upon ECM acceptance.

2.4.2. Honeywell shall arrange a twenty-five (25) year manufacturer's product warranty which shall commence upon installation and shall be handled direct between the County and the manufacturer.

3. <u>3.0 Water Conservation Upgrades</u>

Honeywell shall in general retrofit the existing high-flow aerators, faucets, showerheads, sprayers, toilets, and urinals. Only those fixtures specifically identified in "Exhibit 2 Detailed Scopes of Work" attached hereto and incorporated herein by reference, are included in the scope of work. Honeywell shall also replace and install equipment in the existing irrigation system. Only irrigation equipment specifically identified in "Exhibit 2, Detailed Scopes of Work" is included in the scope of work.

3.1. The following standards shall be adhered to:

3.1.1. National Plumbing Code

3.1.2. OSHA

3.1.3. UL

3.2. Honeywell shall provide:

3.2.1. Fixture retrofit to ensure efficient operation of retrofitted fixtures as indicated in "Exhibit 2 Detailed Scopes of Work."

3.2.2. Replacement of up to 10% of Angle Stops

3.2.3. Replacement of up to 10% of toilet flanges on new toilet installs

3.2.4. Verify proper operation of all retrofitted fixtures.

3.2.5. Proper disposal of all removed materials in compliance with local and national codes and statutes.

3.2.6. New sprinkler heads and soil sensor based irrigation controls that are specified below:

3.2.6.1. Building 1001

Replace (1) existing controller with new Smart Board Controller

Install (1) new soil moisture sensor kit

Replace (8) solenoids with new electronic solenoids

Replace (45) old shrub heads with new 1.5 gpm sprinkler heads

Replace (39) old rotary heads with new 3.5 gpm sprinkler heads

3.2.6.2. Building 1007

Replace (1) existing controller with new Smart Board Controller

Install (1) new soil moisture sensor kit

Replace (6) solenoids with new electronic solenoids

Replace (29) old shrub heads with new 1.5 gpm sprinkler heads

Replace (26) old rotary heads with new 3.5 gpm sprinkler heads

3.2.6.3. Building 1015

Replace (1) existing controller with new Smart Board Controller

Install (1) new soil moisture sensor kit

Replace (6) solenoids with new electronic solenoids

Replace (66) old shrub heads with new 1.5 gpm sprinkler heads

Replace (18) old rotary heads with new 3.5 gpm sprinkler heads

3.3. <u>County Responsibilities:</u>

3.3.1. Location of Isolation Valves shall be provided by the County.

3.3.2. County shall ensure proper operation of isolation valves prior to work commencing

3.4. <u>Warranty</u>

3.4.1. Honeywell shall provide a One (1) year workmanship only warranty to begin on date of acceptance of ECM. Extended manufacturer material warranties below shall commence upon date of installation:

3.4.1.1. Fixtures: (1) year on faucets

3.4.1.2. Flush Valve bodies: (5) years

3.4.1.3. China: (10) years on Urinals and Toilets. (This includes the Niagara and American Standard fixtures)

3.4.1.4. Irrigation systems: (5) years on the sprinkler heads, (1) year on solenoids and controller.

These manufacturers' warranties shall be handled directly between the County and the manufacturer.

3.4.2. During the One (1) year workmanship 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 quantities of failures.

3.5. Exclusions

3.5.1. 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

3.5.2. Insufficient water pressure for low flow devices.

3.5.3. Tile work, painting and patching except for damage caused during installation.

3.5.4. Wall hung Carrier maintenance

3.5.5. Installation of ADA fixtures where they are presently not in existence.

3.5.6. Replacement of any other plumbing components that are defective.

3.5.7. Unforeseen site conditions, unknown obstructions, impediments, and/or quality of County's water-piping system.

3.5.8. Non-Compatible Valves and work relating to non-compatible valve assemblies.

3.5.9. Cast Iron Flange repair/replacement (with new cast iron flanges).

4. Mechanical and HVAC Improvements

4.1. Honeywell shall retrofit the equipment for facilities, as specifically listed below.

4.2. Administration Building Chiller Plant Replacements:

4.2.1. Honeywell shall install (2) JCI/YORK 125-ton VFD screw chillers (R134a) in replacement of the existing 1015 chiller.

4.2.2. Demo existing chiller-related equipment (2 chillers, 4 pumps, and 2 cooling towers)

4.2.3. Existing chilled water piping and insulation will remain upstream of chilled water isolation valves.

4.2.4. Condenser piping will be replaced where required (increase size from 4" to 5"); existing components, isolation valves to remain

4.2.5. Provide and install (2) JCI / YORK 125 ton VFD screw chillers (R134a)

4.2.6. Plant shut down limited to 10 hours to tie-in chilled water connection points

4.2.7. Provide and install (1) 250 ton dual cell ACT stainless steel 60 psf tower on existing cooling tower concrete structure (structural as-builts required for permitting)

4.2.8. Plant shut down limited to 10 hours to tie-in connection points

4.2.9. Provide and install (2) TACO condenser water pumps and (2) TACO chilled water pumps.

4.2.10. Existing pump specialties to be reused (i.e. flex connectors, check valves, isolation valves, inertia bases)

4.2.11. Provide and install (4) VFD's w/bypass for cooling tower and chilled water pump motors.

4.2.12. Provide and install new piping connections between chiller barrel connections and existing chilled water isolation valves.

4.2.13. Provide and install new 6" and 5" condenser water piping as required.

4.2.14. Install chilled water bypass for variable flow chilled water system.

4.2.15. Provide crane and rigging for equipment demo and install

4.2.16. Tie-in new chiller to building 1007 via under building 1015 and surface mount piping up to 1007 2nd floor and overhead into existing 1007 chiller supply / return 4" piping.

4.2.17. Insulate affected and new chilled water piping with foam glass matching existing.

4.2.18. Provide and install refrigerant sensor, alarms and ventilation fan system for new chiller.

4.2.19. Reinstall chemical feed system for cooling towers and closed loop (chemicals by others – existing contract)

4.2.20. Install wells, pressure taps, and flow meters and bypass control valve as required.

4.2.21. Design of new chiller equipment for permit processing.

4.2.22. <u>Warranties</u>

4.2.22.1. Chiller – manufacturer provides 5 years parts only & 1 year labor from start-up date

4.2.22.2. Cooling Tower – manufacturer provides 5 year labor / 10 years parts (motors not included) from start-up date

4.2.22.3. VFD's – manufacturer provides 3 year labor and 10 year parts from start-up date

4.2.22.4. Pumps – manufacturer provides 1 year parts from ship date

4.2.22.5. Workmanship only – Honeywell provides 1 year from date of ECM acceptance

4.2.22.6. Manufacturers' warranties shall be handled by the owner directly with original equipment manufacturer.

4.2.23. <u>Exclusions</u>

The above scope does not include:

4.2.23.1. Modifications to existing cooling tower structure, subject to analysis of as built drawings

4.2.23.2. Temporary cooling, chiller and/or cooling tower for shutdowns

4.2.23.3. New Motor Control Center (MCC) (existing provisions will be re-used)

4.2.23.4. Upgrade to existing systems outside of the scope of work (i.e. existing MCC, existing piping / insulation, chemical treatment systems, condenser pumps feeding 1007, air separator, expansion tank, existing chillers, heat pump)

4.2.23.5. Repair of code violations associated with work areas that are not being modified.

4.2.23.6. Conditions that are concealed and were not able to be viewed during our audit that would impact our scope of work, including without limitation under building 1015.

4.2.24. <u>Customer Responsibilities</u>

4.2.24.1. Existing cooling tower structure as built drawings to be provided by customer

4.3. Annex AHU-1:

4.3.1. Provide and install new VFD (3hp/480V) inverter, connect to existing electrical provisions.

4.3.2. Reconfigure / re-pipe coil header to accommodate new 2-way chilled water valves.

4.3.3. <u>Warranties</u>

4.3.3.1. VFD's – 3 year parts & labor and 10 year parts from start-up date

4.3.3.2. 1 year Workmanship warranty from date of acceptance of ECM

4.3.4. <u>Exclusions</u>

The above scope does not include:

4.3.4.1. Upgrade to existing systems outside of the scope of work (room is plenum return)

4.3.4.2. Code violations associated with work areas that are not being modified.

4.3.4.3. Plenum boxes, duct heaters, unit heaters, flow station, work associated with OA intake.

4.4. Building 1007 AHU-1 & AHU-2 Modifications:

4.4.1. Provide and install new 24" X 48" backdraft dampers in AHU-1 & AHU-2

4.4.2. Provide and install new OA dampers in mechanical equipment room.

4.4.3. Reconfigure / re-pipe coil header to accommodate new 2-way chilled water valves.

4.4.4. Repair affected areas with new foam glass insulation

4.4.5. <u>Exclusions</u>

The above scope does not include:

4.4.5.1. Upgrade to existing systems outside of the scope of work.

4.4.5.2. Repair of code violations associated with work areas that are not being modified.

4.5. Convert (3) AHU's From 3-way valves to 2-way valves:

4.5.1. Install (3) 2-way valves to AHU's 2, 3 & 4.

4.5.2. Cap bypass pipe.

4.5.3. Re-insulate affected areas with foam glass insulation.

4.5.4. Provide & install (3) VFD inverters for AHU motors (VFD's to be retrofitted on existing motors)

4.5.5. <u>Exclusions</u>

The above scope does not include:

4.5.5.1. Upgrade to existing systems outside of the scope of work.

4.5.5.2. Repair of code violations associated with work areas that are not being modified.

4.6. Install new OA dampers in 100% make-up air units in 1001 & 1015:

4.6.1. Provide and install (2) new OA dampers.

4.6.2. <u>Exclusions</u>

The above scope does not include:

4.6.2.1. Upgrade to existing systems outside of the scope of work.

4.6.2.2. Repair of code violations associated with work areas that are not being modified.

4.7. <u>Warranties</u>

4.7.1. All extended manufacturer warranties shall be handled directly between the County and manufacturer from the beginning of the warranty period. Any limitations will be stated in the warranty certificate. Preventative maintenance is not included.

4.7.2. Honeywell shall provide 1st year workmanship only warranty upon acceptance of the ECMs set forth in 4.4, 4.5 and 4.6 above. An extended warranty for labor for years 2-3, and parts for years 2-10, beginning on date of start up on the variable frequency drives, shall be provided by the OEM and handled directly between the County and OEM. Any limitations will be stated in the warranty certificate, preventative maintenance is not included.

5. Controls

5.1. Building Automation System

5.1.1. Honeywell will provide an Enterprise Building Integrator (EBI) front end to integrate the Seaport's buildings as indicated below. The new front end will be located at the maintenance office. The County's MIS department will provide static IP addresses as required in order to utilize existing networks for backhaul and to provide the most cost effective means of installing a buildings integrator. Honeywell will provide and install required wiring and terminations to existing county network routers for communication with front end.

5.1.2. Building 1007

AHU at Roof Level (Qty 2)

- BACnet controller with cabinet, Power Supply, Transformers per AHU
- Duct temperature sensors
- Global outside air temperature sensor. Sensor located at CEP.
- Global outside air humidity sensor. Sensor located at CEP.
- VFD Controls Start/stop, Speed signal, status per AHU – BACnet communication.
- Supply static pressure transmitter with sensor 2/3 distance to end of duct.
- Hi static switch with manual reset per AHU
- CHW valve with actuator and position feedback per AHU
- Electric Damper actuators for outside air dampers on Wall of Mechanical Room (damper to be new and installed and furnished by others)
- CO2 sensors (total of 4) to modulate Outside air Damper. One day Test and Balance included for building pressurization minimum setting.
- EF-1 Start/Stop Status

Existing Chillers in 1007 Building 2nd Level Mechanical Room

- BACnet controller with cabinet, Power Supply, Transformer
- Interface to existing BACnet Talk modules
- Supply eight (8) CHW Butterfly 3 way valves with actuator to connect new chillers to existing Chillers on Building 1007.
- Brass immersion wells with temperature sensor per Supply and return pipe (total of 4 for chillers + 2 for system 1007) for water temperature monitoring.
- Enable/Disable command signal to existing system. Existing system to control chillers the way they are running today on the condenser and evaporator side. Honeywell to provide control of 3-way valves at loop interconnect, and capability to send signal to enable/disable existing chiller controls.
- Control schedule for monthly operation of existing chillers for water circulation and chemical treatment.

- Control and Status of AC unit that serves the IT room located at 2nd level beside existing Chiller Plant

5.1.3. Building 1001

AHU Constant Volume AHU-4 (Qty 1)

- BACnet controller with cabinet, Power Supply, Transformers per AHU
- Duct temperature sensors, SAT, RAT,
- Global outside air temperature sensor. Sensor located at CEP.
- Global outside air humidity sensor. Sensor located at CEP.
- VFD Controls Start/stop, Speed signal, status per AHU – BACnet communication.
- Electric Damper actuators for outside air dampers (damper to be new and installed and furnished by others) Monitor Co2 and space humidity and modulate fan VFD speed down to set minimum from test and balance to maintain building positive pressure.
- CHW valve with actuator and position feedback per AHU
- Space Temp and CO2 for monitor on 2nd floor hallway close to AHU.
- Space Humidity sensor night setback humidity override. Sensor to be installed outside mechanical room on Hallway wall

5.1.4. Building 1015

AHU Constant Volume AHU-3 (Qty 1)

- BACnet controller with cabinet, Power Supply, Transformers per AHU
- Duct temperature sensors, SAT, RAT,
- Global outside air temperature sensor. Sensor located at CEP.
- Global outside air humidity sensor. Sensor located at CEP.
- VFD Controls Start/stop, Speed signal, status per AHU – BACnet communication.
- Electric Damper actuators for outside air dampers (damper to be new and installed and furnished by others) Monitor Co2 and space humidity and modulate fan VFD speed down to set minimum from test and balance to maintain building positive pressure.
- CHW valve with actuator and position feedback per AHU
- Space Temp and CO2 for monitor on 2nd floor hallway close to AHU.
- Space Humidity sensor night setback humidity override. Sensor to be installed outside mechanical room on Hallway wall

5.1.5. Clinic/Annex Building

AHU at 1st and 2nd Level (Qty 2) AHU-1 and 2

- BACnet controller with cabinet, Power Supply, Transformers per AHU
- Duct temperature sensors
- Global outside air temperature sensor
- Global outside air humidity sensor
- VFD Controls Start/stop, Speed signal, status per AHU – BACnet communication.
- Supply static pressure transmitter with sensor 2/3 distance to end of duct.
- Hi static switch with manual reset per AHU
- CHW valve with actuator and position feedback per AHU
- Differential Pressure switches for filters per AHU
- Damper actuators for outside air dampers on outside air intake duct to each Mechanical Room (damper to be new and installed and furbished by others)
- Damper actuators for Return air damper per AHU
- CO2 sensor mounted on the return air Duct per AHU. Monitor Co2 and modulate damper position down to set minimum from test and balance to maintain building positive pressure.

VAV Boxes for Clinic 1st and 2nd floor

- DDC controller per VAV box – All VAV boxes in the Annex Building (7 VAVs on first Level and 10 VAVs on Second Level)
- Space temperature sensor per VAV box - Space Humidity sensors to be provided on key locations
- Electric Reheat 2 stages per VAV box

5.1.6. New Main Chiller Plant

Existing Chiller Room outside the buildings

- BACnet controller with cabinet, Power Supply, Transformers for System
- Interface to new BACnet Talk modules to be furnished with new Chillers.
- Supply CHW Butterfly2 way valve with actuator per Chiller.
- Brass immersion wells with temperature sensor per Supply and return pipes
- One Onicon Magnetic Flow meter for the system with BTU and BACnet capabilities
- VFD Controls Start/stop, Speed signal, status per pump (for all 4 Pumps) CHWTR P-1&2 (20HP) and CW P-3&4 (15HP). BACnet communication to VFDs
- Differential Pressure Transmitter on Chilled Water System. (total of 3)
- VFD Controls Start/stop, Speed signal, status per Cooling Tower – include BACnet communication

- Alarm/status at frond end on Refrigerant System
- One power meter up to 800 amps, 480V.
- Outside air temp and Humidity sensor

5.1.7. (122) FCUs on Buildings 1001 and 1015

(62) FCUs in Building 1001

- Provide and install new Thermostat per FCU
- Reuse existing CHW valve and actuator per FCU
- 3 speed Fan control per FCU
- New thermostat provided with occupancy sensor
- Daisy Chain communication wiring to connect to BMS
- Rewire new Thermostat to FCU

(60) FCUs in Building 1015

- Provide and install new Thermostat per FCU
- Reuse existing CHW valve and actuator per FCU
- 3 speed Fan control per FCU
- New thermostat provided with occupancy sensor
- Input for Condensate sensor
- Daisy Chain communication wiring to connect to BMS
- Rewire new Thermostat to FCU

5.2. Training

5.2.1.40 hours of on-site controls training by Honeywell

5.3. Warranty

5.3.1. Honeywell shall provide a one (1) year workmanship only warranty. Any manufacturer's warranties or extended warranties shall be handled direct between the County and the manufacturer from the start of the warranty.

5.4. Exclusions

- Unless otherwise noted, Test and Balance of any System is not included on this scope

- Refrigerant Monitoring system furnish and install by others
- Any pneumatic work required on space for Building 1007 is not included on this scope
- Any Dampers required to be furnish and install by Mechanical Contractor
- Valves and wells install by Mechanical Contractor
- No work associated with any supply and exhaust fans if not mentioned on scope of work above
- Any work associated with Power Metering other than mentioned on above scope is not included
- Any work associated with compressed air system / compressor work is not included on this scope.
- Lighting control is not included on this scope.
- Perimeter force air heating system is not included on this scope.
- Owner to provide Network Drops where required for control communication to EBI. – Drops should be at Bldg 1007 roof (Qty 1) and Chiller Room 2nd Floor (Qty 1), Bldg 1001 2nd Floor Mech Rm (Qty 1), Bldg 1015 2nd Floor Mech Rm (Qty 1), Annex Building at Mech Rooms (Qty 2), New chiller plant outside Building (Qty 1), EBI location at command center (Qty 1)

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
2. 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.
3. 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 recovery of all costs associated with such delay, as well as 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 indentified 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).

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

B. RELATED WORK SPECIFIED ELSEWHERE

Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Schedules C and Exhibit 5.

Schedule B

Pre-existing Equipment Inventory

For a description of the existing equipment and facilities at which Honeywell will perform Work, refer to the Miami-Dade County Performance Contracting program Seaport Department Investment Grade Audit dated September 3, 2015, of Honeywell International Inc. For sake of clarity, the Work Honeywell will perform is only that Work specifically set forth in Schedule A to this Agreement.

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.

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" are defined in Section 6.1 of this Schedule C.

"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.

"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 sixteen (16) 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 reported as part of the Post Installation Conditions Report ("PICR") that Honeywell provides Customer, as described in more detail in Schedule K..

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. After receipt of the guarantee savings reconciliation report for 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 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.

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; 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.

4. EXTENT OF CONTRACTUAL GUARANTEE

4.1 **Status of the Honeywell Proposal.** Customer's Request for Qualifications, 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 set forth herein, and agrees to the M&V plan presented in Exhibits 5.

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.

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 **$5,474,947** 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
Construction Period *	$40,802	$0	$40,802
1	$237,076	$35,164	$272,240
2	$244,188	$35,867	$280,056
3	$251,514	$36,585	$288,099
4	$259,059	$37,316	$296,376
5	$266,831	$38,063	$304,894
6	$274,836	$38,824	$313,660
7	$283,081	$39,600	$322,682
8	$291,574	$40,392	$331,966
9	$300,321	$41,200	$341,521
10	$309,330	$42,024	$351,355
11	$318,610	$42,865	$361,475
12	$328,169	$43,722	$371,891
13	$338,014	$331,253	$382,610
14	$348,154	$341,190	$393,642
15	$358,599	$351,426	$404,997
16	$369,357	$299,026	$416,683
TOTALS	**$4,819,515**	**$655,432**	**$5,474,947**

*Honeywell guarantees Construction Savings Period Energy Cost Savings of $40,802, based on Customer's cooperation in the completion of ECM 1, Lighting and Controls Retrofit, a minimum of three (3) months prior to Final Project Acceptance. Honeywell will reconcile total Construction Savings Period Energy Cost Savings in the Post-Installation Conditions Report ("PICR", as described in more detail in Schedule K).

(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. The Cost Avoidance is based on the listed Energy and Operational Cost Avoidance Guarantee Practices defined herein.

ECM #	ECM Description	Electric Year 1	Water/Sewer Year 1	Total Year 1
1	**ECM 1 - LED Lighting**	$164,030		$164,030
2	**ECM 2 - Transformers**	$7,770		$7,770
3	**ECM 3 - Water Conservation**	$1,444	$16,879	$18,323
4	**ECM 4 - Mechanical Improvements**	$36,601	$1,140	$37,741
5	**ECM 5 - Building Automation**	$9,212		$9,212
	Totals	**$219,057**	**$18,019**	**$237,076**

The Baseline period is defined as the 12 month time period from January 2014 to December 2014. 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.

6.3 Operations Cost and Capital Savings

6.3.1 **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.

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.

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 Jesus Valido, Seaport Facilities Manager.

ECM #	Operational Savings Description	Cost Avoidance Category	1st Year Avoidance
1	**ECM 1 - LED Lighting**	O & M	$29,687
2	**ECM 2 - Transformers**	O & M	$3,841
3	**ECM 3 - Water Conservation**	O & M	$950
4	**ECM 4 - Mechanical Improvements**	O & M	$686
5	**ECM 5 - Building Automation**	O & M	$0
	Totals		**$35,164**

[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: NONE

7 Guarantee Savings Measurement and Verification Plan

Measurement and Verification Plan is detailed in Exhibit 5 "M&V Plan".

7.1 Measurement and Verification Methodology(s):

OSD / ECM #	ELECTRIC SAVINGS VERIFICATION METHODOLOGY	WATER SAVINGS VERIFICATION METHODOLOGY
ECM-1 LED Lighting	A	N/A
ECM-2 Transformers	A	N/A
ECM-3 Water Conservation	N/A	A
ECM-4 Mechanical Improvements	B	N/A
ECM-5 Building Automation	B	N/A

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 – Scope Details

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 Agreement

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: $3,943,425

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

	Amount Due
Upon Completion of Third-Party Financing: 25%	$985,856
Monthly Progress Payments: 65%	$2,563,226
Upon Project Acceptance: 10%	$394,343

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 25% payment set forth above. Honeywell shall not commence Work prior to receipt of the notice to proceed. Honeywell's price is subject to the financing being secured by the County and a notice to proceed being issued by the County by May 30, 2016. On or after July 30, 2016, 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 July 30, 2016, 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:

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

Contract Term: Sixteen (16) years from the effective date for Energy Auditing and Analysis; Five (5) years from the effective date for Temperature Controls Maintenance

Contract Effective Date: Upon Final Acceptance of the Work

Price for Year 1: Twenty-four Thousand and Six-hundred and five Dollars ($24,605.00), (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 and Verification	Temperature Controls Maintenance**	Total
1	$19,420.00	$5,185.00	$24,605.00
2	$19,808.40	$5,340.55	$25,148.95
3	$20,204.57	$5,500.77	$25,705.33
4	$20,608.66	$5,665.79	$26,274.45
5	$21,020.83	$5,835.76	$26,856.60
6	$21,441.25		$21,441.25
7	$21,870.07		$21,870.07
8	$22,307.48		$22,307.48
9	$22,753.63		$22,753.63
10	$23,208.70		$23,208.70
11	$23,672.87		$23,672.87
12	$24,146.33		$24,146.33
13	$24,629.26		$24,629.26
14	$25,121.84		$25,121.84
15	$25,624.28		$25,624.28
16	$26,136.76		$26,136.76

**This Service Agreement is contingent upon Customer executing Exhibit 8 of this agreement.

Schedule E

Compensation and Deliverables Required in Other Related Contracts

Not Applicable

Schedule F

Savings Calculation Formula

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

Cost Savings = (Baseline Costs – Post Installation Costs) ± 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; and detailed in **Exhibit 2 "Detailed Scopes of Work"**; and (ii) the Utility Rates as defined 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, maintenance and capital 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.** § 489.145 (4)(c) Florida Statutes, 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 without limitation in Section 11, and Schedules C, H, J and K..

E. **Other.** The parties acknowledge that § *489.145, Florida Statutes, requires the following:*

1. County confirms & documents estimated avoided operation and 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. (§ 489.145 (4)(c)) Florida Statutes.

5. County documents that costs of installation are less than calculated savings based on life cycle cost calculations based on § 255.255. (§ 489.145(4)(c)) Florida Statutes.

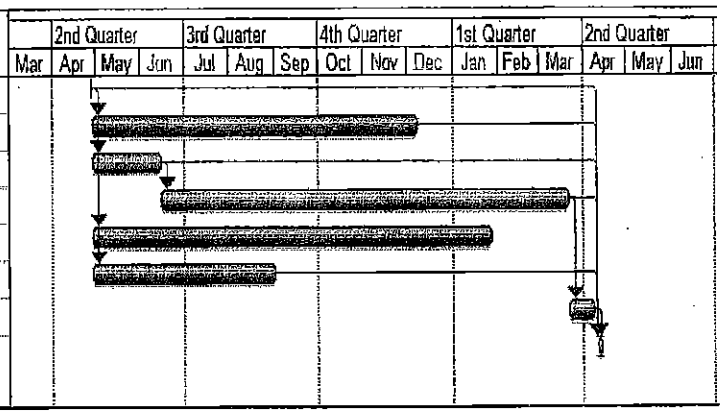
6. County documents that calculating the life cycle costs excludes grants rebates or capital funding (§ 489.145(4)(j)) Florida Statutes.

Schedule G

Construction and Installation Schedule

The following schedule will be adjusted based on the effective date of the Contract and the date the County issues a notice to proceed in accordance with Schedule D.

ID	Task Name	Duration	Start
1	Award Contract	1 day	Wed 4/27/16
2	Lighting Retrofit	160 days	Thu 4/28/16
3	Automation Engineering	34 days	Thu 4/28/16
4	Automation	200 days	Wed 6/15/16
5	HVAC Retrofit	196 days	Thu 4/28/16
6	Water Retrofit	90 days	Thu 4/28/16
7	Training and Punch List	13 days	Wed 3/22/17
8	Final Sign off and Checkout	3 days	Mon 4/10/17



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 Jay Valido.

The Baseline period is defined as the 12 month period from January 2014 through December 2014.

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 elsewhere in the Contract, including without limitation in Schedules C, J, and K, and Exhibits 3, 4 and 5.

The guarantee period operating parameters are stipulated as described in this Contract, including without limitation in **Exhibit 3 "Baseline"** and **Exhibit 4 "Savings Calculations"** attached hereto and incorporated herein by reference for the following ECMs:

- **Lighting and Controls**
- **Transformers**
- **Water Conservation**
- **Mechanical**
- **Controls**

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 Construction Period and 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. Further, 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.

The guarantee period operating parameters are stipulated as described in this Contract, including without limitation in Exhibits 2, 3, and 4, which incorporated herein by reference, for the following ECMs:

- **Lighting and Controls**
- **Transformers**
- **Water Conservation**
- **Mechanical**
- **Controls**

Schedule J

County's Maintenance Responsibilities

CUSTOMER RESPONSIBILITIES PROVISIONS

It is understood that the repair, replacement, and emergency service provisions 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, 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 Guaranteed Savings includes (1) equipment provided as per Attachment A – Scope of Work, (2) modifications made to existing equipment as outlined in Attachment A – Scope of Work, (3) existing or new equipment not provided or modified under this Contract but materially affected by the work provided per Attachment A – Scope of Work 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 Guaranteed Savings 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 Guaranteed Savings 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 parking garage lighting controls front end. 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 ECMs 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 ECMs.

(5) Records regarding addition or deletion of equipment or building structure, which may impact the ECMs 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 Premises or in the operations in the Premises 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 Premises by a value more than five percent (5%) of the Guaranteed energy Savings per utility meter or submeter:

(1) manner of use of the Premises by Client;

(2) hours of operation of any equipment or facilities or energy systems contained in the Premises;

(3) occupancy of the Premises;

(4) structure of the Premises;

(5) types of equipment used in the Premises; or

(6) conditions affecting energy use in the Premises.

Unreported Material Changes. In the absence of any material Changes in the Premises 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 and Exhibit 5.

8. **Remote Diagnostics** – Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Guaranteed Savings 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)

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

Energy Guarantee Auditing and Analysis Services (including 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.

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

(a)	(b)		(c)	(d)
Facility	**Electric Account**	**Water Account**	**ECMs associated with facility's meters**	**Related M&V Offering Subsection**
Administration Buildings	FPL# 4520379340 Meter: RV7210H	Water Account: 64495444200 Meters: 1244887 1244885 Irrigation Accounts: 54495444200 7449544200 8449544200 1730156200	ECM 2 - Energy Efficient Transformers ECM 3 – Water Conservation ECM 4 – Mechanical Improvements ECM 5 – Building Automation System	1.4.1 1.4.1 1.4.4 1.4.4
Parking Garage C	FPL# 706988300 Meter: MV58632		ECM 1 –Lighting and Controls ECM 2 - Energy Efficient Transformers	1.4.1 1.4.1
Parking Garage D	FPL# 262874159		ECM 1 –Lighting and Controls	1.4.1

	Meter: KV50450			
Parking Garage G	FPL# 9120355152 Meter: KNL2286		ECM 1 –Lighting and Controls ECM 2 - Energy Efficient Transformers	1.4.1 1.4.1
Parking Garage J	FPL# 3043103344 Meter: KV30388		ECM 1 –Lighting and Controls ECM 2 - Energy Efficient Transformers	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 Support Services.

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 <u>Retrofit Isolation Energy Audit for Option A Verified ECMs</u>** – 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 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 Lighting and Controls

ECM-2 Energy Efficient Transformers

ECM-3 Water Conservation

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 Post Installation Conditions Report (including Energy Cost Savings for the Construction Savings Period)**

Honeywell will provide one (1) Post Installation Conditions Report ("PICR") as a means to document (i) the installation of the ECMs to project specifications; (ii) the acceptance of the project by Customer; and (iii) the determination of the Energy Cost Savings for the Construction Savings Period, and the accrued value of non-guaranteed energy savings, if any, associated with ECMs that have provided substantial benefit to the Customer prior to final project acceptance. The PICR may include but is not limited to reference documentations and data from ECM start up activities, documentation and data from pre and

post retrofit measurements taken during the Construction period, select photo journals of installed ECM(s) or ECM components, and other documentation as Honeywell determines is appropriate.

Energy Cost Savings for the Construction Savings Period will be determined based on the Energy Savings Calculations, Pre and Post Retrofit Measurement data; and Customer acceptance of the ECM 1, Lighting and Controls Retrofit. Pre/Post retrofit measured data will be input to the savings calculations, and the Energy Cost Savings for the Construction Savings Period will be determined by dividing annual lighting energy savings by 12 (months) and multiplying the monthly savings by the number of months that the lighting ECM has been installed and is providing substantial benefit to the Customer prior to the date of final project acceptance. As indicated in Schedule C, the guaranteed value of the Installation Period savings is based on 3 months of lighting energy savings. Construction Period Savings will be reported in the PICR, and will be referenced in the first annual M&V report.

☐ **1.4.3 RESERVED**

☒ **1.4.4 <u>Retrofit Isolation Energy Audit for Option B Verified ECMs</u>** – 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 B* methodologies for Measurement and Verification. Honeywell will provide a determination of the quantity of energy avoidance of the Customer's facility for the First Guarantee Year, and will for each subsequent year during the guarantee term. In addition to the procedures listed above, Honeywell will collect data in an on-going manner for the length of the M&V contract. 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 A.9) 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 and Exhibit 5. 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 and will also collect Building Automation System Data to verify operation and function to project specifications.

The following point data will be collected to validate the proper operation of the measures listed above, and to measure the accrued energy savings for the ECM for the guarantee period.

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
Refer to Schedule A	ECM-4 Chiller Replacements	Chiller power efficiencies, current and	% efficiency Amp	30 minute interval	BAS	Remote BAS access required

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
		runtime; supply and return temperatures;	Hours Degree F			
Refer to Schedule A	ECM-4 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-4 Mechanical Air Handling Unit Variable Air Volume	Fan motor power, efficiency, current, and runtime;	Hp % efficiency Amp Hours	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Demand Control Ventilation Damper position	% open	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Outside CO2	ppm	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Inside CO2	ppm	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Chilled Water Supply Temperature	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Chiller Water Return Temperature	Deg F	15 min.	BAS	Remote BAS access required

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
Refer to Schedule A	ECM-5 Building Automation and Controls	Chilled Water Supply Pressure	Differential pressure	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Night Set Back Temp (per FCU, VAV box and programmable thermostat)	Temperature	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Supply Air Temperature	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Building Automation and Controls	Supply Air Pressure	In H2O	15 min.	BAS	Remote BAS access required

Data collected will be analyzed and reviewed by Honeywell and observations and recommendations will be presented to the customer as appropriate. 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.

Honeywell will provide a single (1) reporting submission of the determination of energy avoidance for the First Guarantee Year, and each subsequent year during the guarantee term. The Energy Avoidance will be quantified 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 each 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 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 and Schedule H will be used.

Work Coverage: ECM-4 Mechanical Improvements
ECM-5 Building Automation and Controls

Term Coverage: Year 1 through end of Term with data monitoring

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

☒ **1.4.5 Honeywell Energy Analysis Services (Consulting Service NOT Guaranteed)**

1.4.5.1 Scope – Honeywell will implement an Energy Analysis reporting service for Customer's facilities and meters listed below. Honeywell will perform the services outlined herein.

List of Covered Facilities and Meters

Facility	Utility Type	Utility Co. / Account #	Meter #
Parking Garage C	Electricity	FPL# 706988300	MV58632
Parking Garage D	Electricity	FPL# 262874159	KV50450
Parking Garage G	Electricity	FPL# 9120355152	KNL2286
Parking Garage J	Electricity	FPL# 3043103344	KV30388

1.4.5.2 Coverage – Electric Meters indicated above.

1.4.5.3 Honeywell Energy Analysis Services will include the Following:

Honeywell will analyze Customer's energy use, rate structures, and costs against an established baseline, present observations, and recommend alterations or changes in operation to support energy saving strategies. This "established baseline" will be mutually agreed to by both parties and shall either be provided to Honeywell by Customer or shall be based upon Honeywell's established and standard energy accounting methodologies. The baseline may be updated periodically to reflect facility improvements and changes, as well as provide a more current comparison of energy usage. Honeywell will use energy analysis software to track monthly utility costs and energy consumption, and will also quantify and report on changes in energy usage that may be due to changes in billing periods and weather.

Customer is responsible for providing copies of utility bills for the meters listed above on a monthly basis, and/or allow Honeywell access to utility accounts through an authorization by Customer to the Utility to release utility data to a Honeywell representative.

Honeywell Energy Analysis Reports will be submitted:

☒Annually

1.4.5.4 Limitations – It is understood that Honeywell assumes no responsibility for financial performance related to any recommendations associated with this Energy Analysis Offering.

1.4.5.5 This Energy Analysis Service is NOT a measurement and verification plan to reconcile the Guaranteed Savings for the Contract set forth in Schedule C. The 'baseline' used is not the same baseline used for the Guaranteed Savings and does not include baseline adjustments for Guaranteed Savings. As such, the Energy Analysis Service does not model realized cost avoidance versus the Guaranteed Savings.

Schedule L

Financing Agreement

To be determined upon finalization of financing by County.

Schedule M

Performance Bond

Left blank intentionally

Schedule N

Certificate of Acceptance Investment Grade Audit

Not Applicable

Schedule O

Projected Cash Flow

PROJECT NAME:	Port of Miami Energy Savings Performance Contract							2/1/2015										
LOCATION:	Miami, Fl							Honeywell										
								16-year CASH FLOW ANALYSIS										
Project Price:			$3,943,423															
Down Payment			$0															
Amount Financed			$4,007,718															
Term (Years)			16															
Payments per Year			2															
Interest Rate			2.65%															
Total Interest Over the Term			$ 1,077,715															
Annual Energy Savings (First Year)			$237,076		3.00%	Escalation Rate												
Annual Operations Savings (First Year)			$35,164		2.00%	Escalation Rate												
Capital Cost Avoidance (First Year)			$0		0.00%	Escalation Rate												
Performance Assurance (M&V)			$19,420		2.00%	Escalation Rate												
Maintenance (First Year)			$5,165		3.00%	Escalation Rate												
Cash Flow Analysis																		
Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total
Energy Savings	$40,802	$237,076	$244,188	$251,514	$259,059	$266,831	$274,836	$283,081	$291,574	$300,321	$309,330	$318,610	$328,169	$338,014	$348,154	$358,599	$369,357	$4,819,515
Operating Savings	$0	$35,164	$35,007	$36,585	$37,316	$38,063	$38,824	$39,600	$40,392	$41,200	$42,024	$42,865	$43,722	$44,596	$45,488	$46,390	$47,326	$650,432
Capital Cost Avoidance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Non-Annual Savings	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Annual Savings	$40,802	$272,240	$280,056	$288,099	$296,375	$304,894	$313,660	$322,682	$331,966	$341,521	$351,355	$361,475	$371,891	$382,610	$393,642	$404,987	$416,683	$5,474,947
Performance Assurance (M&V)	$0	$19,420	$18,808	$20,205	$20,699	$21,021	$21,441	$21,870	$22,307	$22,754	$23,209	$23,673	$24,146	$24,629	$25,122	$25,624	$26,137	$361,079
Maintenance	$0	$5,165	$5,341	$5,501	$5,666	$5,836	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$37,528
Lease Payments	$40,802	$247,635	$254,007	$262,393	$270,101	$278,037	$292,219	$300,811	$309,658	$318,767	$328,146	$337,802	$347,744	$357,981	$368,521	$379,373	$390,546	$5,085,433
Total Annual Costs	$40,802	$272,240	$280,056	$288,099	$296,375	$304,894	$313,660	$322,681	$331,965	$341,521	$351,355	$361,475	$371,890	$382,610	$393,643	$404,997	$416,683	$5,474,938
Accumulated Cash Flow	$0	$0	$0	$0	$0	$0	$0	$0	$1	$1	$1	$1	$2	$2	$1	$1	$11	$11

Financing assumes semi-annual payments commencing after a 1 year construction period.
This cash flow is for illustrative purposes only and is not an offer to finance.

HONEYWELL IS NOT ACTING AS A MUNICIPAL ADVISOR OR FIDUCIARY ON YOUR BEHALF. ANY MUNICIPAL SECURITIES OR FINANCIAL PRODUCTS INFORMATION PROVIDED IS FOR GENERAL INFORMATION AND EDUCATIONAL PURPOSES ONLY AND YOU SHOULD OBTAIN THE ADVICE OF A LICENSED AND QUALIFIED FINANCIAL ADVISOR REGARDING SUCH INFORMATION

Schedule P

Certificate of Acceptance

PROJECT 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 Customer'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, by building/site/Equipment Unit or by individual Energy Conservation Measure (ECM) as listed in Table A below. After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the Customer's Representative shall execute the Delivery and Acceptance Certificate to acknowledge substantial completion and Honeywell will complete the "Punch List" within two weeks. Warranty shall start in accordance with the terms of the Contract.

Work Acceptance - Table A	
Scope of Work	**Acceptance By (To Be Completed as ECMs Accepted):**
ECM-1 Lighting and Controls	
ECM-2 Energy Efficient Transformers	
ECM-3 Water Conservation	
ECM-4 Mechanical Improvements	
ECM-5 Building Automation and Controls	

DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name: Miami Seaport

Agreement Effective Date: _____

Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM): _____

To: Honeywell International Inc.

Reference is made to the above listed Agreement 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 Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM) referenced above and also listed in Schedule A of the Agreement has been demonstrated to the satisfaction of the Customer's Representative as being substantially complete.
2. The Punch List [circle which applies]:
   (a) has been developed by the parties and delivered to Honeywell and the deficiencies noted therein will be corrected within 2 weeks of the date hereon; or
   (b) has not been developed by the parties and delivered to Honeywell but will be developed and delivered on or before _____, 201_ after which the deficiencies noted therein will be corrected within 2 weeks of the date thereon.
3. 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 Agreement. Consequently, you are hereby authorized to invoice for payment, as defined in Schedule D, Compensation and Deliverables.

Customer Name:

By: _____ _____

(Authorized Signature) (Authorized Signature)

_____ _____

(Printed Name and Title) (Printed Name and Title)

_____ _____

(Date) (Date)

Schedule Q

Equipment Warranties

Lighting

10-YEAR LIMITED WARRANTY POLICY

COVERAGE

When properly installed and under normal conditions of use, Relume Technologies Inc. (herein named Manufacturer) warrants to its Purchaser that its supplied LED light engine and LED power components ("Product(s)") shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of ten (10) years from the date of manufacture of the Product stamped on the product.

INCLUSIONS

Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Terms and Conditions, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part. "Defective" is considered if ten percent (10%) of LEDs, per luminaire, are non-operating LEDs or if there is a greater than 30% degradation of light output over the warranty period. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product. Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced at Manufacturer discretion. Transport related damage is also included in the policy and should be redeemable from our transport contracts. Shipment related to resolving the warranty claim (products to the customer/site, samples back from customer/site to Relume Technologies) is included in the agreed conditions. Driver to be covered per provided manufacturers specification sheet and case temperature not to exceed 95C.

EXCLUSIONS

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Manufacturer shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/omission of heat transfer compound.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the serial number altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals.
5. The product has been serviced by personnel not authorized by Relume Technologies.

LIMITATIONS AND CONDITIONS

Products/Solutions should be used within their specifications (e.g. temperature, water ingress and other extreme conditions, indoor/outdoor, up-lighting/down-lighting, etc.) and according to application guidelines. Warranty becomes void if the product is mis-applied. Warranty will also be voided should the customer fail to appropriately maintain their installation (eg. changing lamps at end of life replacement of components according to applications guidelines, etc.).

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to Manufacturer instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty. Relume Technologies cannot be held liable for electrical supply conditions, including supply spikes, overvoltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms). Locally sourced or modified products must be approved, along with the supplier, by the Relume Technologies engineering members to be supported by this policy. If the supplier and/or product is not approved by Relume Technologies engineering then all warranty risks related to the product must be carried by the sales organization that sells the product. This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy. Relume Technologies reserves the right to make the final decision on the validity of any guarantee claim. Therefore, it is necessary to return the defective LED fixture, the driver or power data supply and/or the electronic control gear to Relume Technologies for analysis. Please contact Relume Technologies for more Information.

relume

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LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND ESSENTIA® FIXTURES)

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, tenons, mounts, Cree® LED lamps, Cree® LED bulbs, Cree® LED T8 Series lamps, UR Series LED upgrade kits, CR Series LED troffers enabled with SMARTCAST™ Technology, CS Series linear luminaires enabled with SMARTCAST™ Technology, KR Series downlights enabled with SMARTCAST™ Technology, DR Series downlights, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: October 30, 2014

Energy Focus Standard LED Limited Warranty

Energy Focus, Inc. ("Energy Focus") warrants to the original end user ("Purchaser") of its LED Lighting Products ("LED Products") that the LED Products will be free from defects in materials and workmanship under normal use and service for a period of five (5) years from the date of purchase by the Purchaser (the invoice date); provided the LED Products are installed to the specifications outlined by Energy Focus in its product specification sheets.

The above five (5) year limited warranty only applies to the following LED Products series:

LEDDL Dock Lights, LEDLS Landscape Lights, EFO-LEDSG &EFO-LEDLG Globe Lights, LEDGL HazGlobe Lights, LEDFL Tube Lamps and LEDWP & LEDRFK Retrofit Kits for outdoor lighting.

Energy Focus also warrants to the Purchaser that its LED Accessory products (the "Accessory Products" and, together with the LED Products, the "Products") will be free from defects in material and workmanship, under normal use and service for a period of one (1) year from the date of purchase by the Purchaser (the invoice date); provided the Accessory Products are installed to the specifications outlined by Energy Focus in its product specification sheets.

If the Products covered by this limited warranty are returned in accordance with the Energy Focus' Return Policy within the applicable warranty period and Energy Focus, at its sole discretion, determines that the returned Product was non-conforming, Energy Focus will repair or replace the Product (or the defective component) as provided in this limited warranty. As used herein, the phrase, "repair or replace the Product or the defective component" does not include removal or damages caused by removal of the Products or incurring reinstallation costs or expenses, including, without limitation any labor costs or expenses, shipping costs or expenses to return the non-conforming Products or accepting risk of any damages that may occur during the return of the non-conforming Products. If Energy Focus determines to replace the Products and is not able to do so due to discontinuation or availability, Energy Focus may replace the Product with a comparable Product.

This limited warranty does not apply to damage to or failure of the Product arising as a result of acts of God, abuse, misuse, alteration, power surges, corrosive environments, abnormal use or conditions, neglect, or where adequate care has not been taken to prevent damage to the product. This limited warranty is not applicable to any Product manufactured by Energy Focus which is not installed and operated in accordance with the current edition of the National Electric Code (NEC), all applicable state and local codes, and the Underwriters' Laboratories, Inc. (UL) standards for safety. This limited warranty is also not applicable to any electronic product not installed and operated in accordance with all applicable American National Standards Institute (ANSI) and Energy Focus' instructions for installation. This limited warranty will become null and void in the event any repairs or alterations not authorized by Energy Focus in writing are made to the Product.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF THE PURCHASER AND THE SOLE AND EXCLUSIVE LIABILITY OF ENERGY FOCUS. ENERGY FOCUS WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR COMPENSATORY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, USE OR GOODWILL AND IN NO EVENT SHALL ENERGY FOCUS' AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. EXCEPT AS PROVIDED HEREIN, ENERGY FOCUS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Energy Focus reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all purchases of Product after the effective date of the revised limited warranty.

Upon discovery of a defect or malfunction during the warranty period, please address your inquiries to Energy Focus at:

Energy Focus, Inc.
32000 Aurora Road, Suite B
Solon, Ohio 44139
Phone: 800-327-7877 Fax: 440-715-1301 e-mail: customerservice@energyfocusinc.com

Transfer of Limited Warranty

Purchasing contractor may transfer Energy Focus's Standard Limited Warranty to end-user where the LED lighting products are installed. The transfer must be registered with Energy Focus Inc. with the following information.

End-User Name: _____

Location of Installation: _____

Purchasing Contractor: _____

Purchase Order#: _____ Date: _____

Extended 10 Year Limited Warranty

Energy Focus offers an extended warranty from 5 years to 10 years. This extended warranty has an additional cost. The extended warranty must be registered with Energy Focus Inc with the following information.

End-User Name: _____

Location of Installation: _____

Purchasing Contractor: _____

Purchase Order#: _____ Date: _____

Energy Focus reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all purchases of Product after the effective date of the revised limited warranty.

Upon discovery of a defect or malfunction during the warranty period, please address your inquiries to Energy Focus at:

Energy Focus, Inc.
32000 Aurora Road, Suite B
Solon, Ohio 44139

Phone: 800-327-7877 Fax: 440-715-1301 e-mail: customerservice@energyfocusinc.com

LUMENOPTIX™
Simply Revolutionary™

Warranty

LumenOptix™ warrants all products sold hereunder to be free from defects in manufacturing and workmanship, under normal and proper storage, installation, and use, for a period of 1 (ONE) year, for LED products 5 (FIVE), from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part. No labor charge for the correction of the defect, by repair or replacement, will be paid by LumenOptix™ unless prior written authority has been granted by our Customer Service Department.

LumenOptix™ uses only components from reputable, leading manufacturers for its fixtures. LumenOptix™ administers the warranties from the manufacturers on our customers' behalf.

In general, the Original Component Manufacturers' (OEM) warranties are directly passed through on ballasts, lamps and motion sensors.

This warranty is not applicable to, and LumenOptix™ makes no warranty with respect to any Lighting Fixture not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA).

No implied warranty of merchantability of fitness for a particular purpose shall apply beyond the aforementioned warranty period. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

LumenOptix™ will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable for consequential, incidental, special or exemplary damages, including, but not limited to: loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute product, facilities or services, down time costs or claim of claimant's customers. LumenOptix's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from the products or services furnished hereunder, shall not exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty set forth above.

Certain chemicals may exist in end user locations, which may release airborne contaminants that can directly impact the integrity and safety of essential fixture components. Exposure of essential fixture components to different chemical combinations may result in significant damage such as crazing, cracking, arcing and mechanical failure. LumenOptix's warranty does not cover these conditions.

LumenOptix™, LLC
203 Progress Drive, Montgomeryville, PA 18936-9618 USA
800-671-6799
www.LumenOptix.com

DaintreeNetworks

ControlScope Limited Warranty

Last Updated: Nov 10, 2014

Scope

This limited warranty (**"Warranty"**) covers the following components (**"Components"**) provided by Daintree Networks Inc. (**"Daintree"**) as part of its ControlScope wireless control solution (**"ControlScope"**):

(a) Daintree's ControlScope Manager wireless control software (**"Daintree Software"**);
(b) Provided computer hardware to run the Daintree Software (**"System Controllers"**);
(c) Wireless Area Controllers sold under the Daintree brand (**"WACs"**);
(d) Wireless adapters and fixture adapters sold under the Daintree brand (collectively, **"Wireless Adapters"**);
(e) Wireless sensors and dimmers sold under the Daintree brand (collectively, **"Wireless Devices"**); and
(f) Wireless thermostats sold under the Daintree brand (**"Wireless Thermostats"**).

Use of ControlScope, or any part thereof, constitutes acceptance of: (i) all terms and conditions of this Warranty; and (ii) the terms and conditions of the applicable Daintree Software license(s). The term "Customer" means the original customer which Daintree invoiced for the ControlScope components that are the subject of this Warranty.

Limited Warranty

Warranty coverage begins on the date of shipment from Daintree and ends the period of time after the date of shipment as set forth in the table below (the **"Warranty Period"**). In the event that a defective part is replaced, the Warranty Period is not extended; instead the Warranty Period continues from original date of shipment, not the date of shipment of the replacement part. Subject to the exclusions and restrictions described in this Warranty, Daintree warrants that the components of ControlScope will be free from defects in materials and workmanship during the applicable Warranty Period below. If any defect exists in a Component and a claim submitted during the applicable Warranty Period identified below, Daintree will, at its option, either repair or replace the defective part(s) or issue a credit against the purchase price of comparable replacement part(s) purchased from Daintree. THIS IS DAINTREE'S SOLE AND EXCLUSIVE OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF ANY WARRANTY SET FORTH HEREIN.

Component	Warranty Period	Coverage Details
Daintree Software	1 year	Daintree warrants that the Daintree Software will substantially conform to Daintree's published specifications and documentation. Daintree does not warrant that the Daintree Software will operate in combination with any other software. Daintree does not warrant that the Daintree Software operation will be uninterrupted or error-free (see applicable Daintree Software license for additional terms and conditions). Daintree does not warrant that the Daintree Software will operate on non-standard hardware platforms. Daintree does not warrant that the Daintree Software will meet requirements specified by the Customer.
System Controller	3 years	100% parts coverage. Warranty for non-Daintree software (such as operating system software) is provided by the respective software provider; Daintree makes no warranty with respect to non-Daintree software.
WACs	5 years	100% parts coverage
Wireless Adapters	5 years	100% parts coverage
Wireless Devices	5 years	100% parts coverage, excluding batteries
Wireless Thermostats	2 years	100% parts coverage

Daintree Networks, Inc.
5150 El Camino Real, Suite E20
Los Altos, CA 94022-1534

Phone: +1 (650) 965-3454
email: sales@daintree.net
www.daintree.net

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To Make a Warranty Claim

To make a warranty claim, promptly notify Daintree within the Warranty Periods described above by contacting Daintree Support at support@daintree.net. Daintree, in its sole discretion, will determine what action, if any, is required under this warranty. Most ControlScope problems can be corrected over the phone through close cooperation between Customer and a Daintree support technician. To enable Daintree to address a warranty claim, have the 'Dell Tag' (located on the System Controller), current ControlScope version, and the details of any WACs, Wireless Adapters, Wireless Devices or Wireless Thermostats used in ControlScope available when contacting support. Claims submitted after the Warranty Period will not be accepted.

Remote Access

An appropriate communications link to the System Controller must be installed to allow Daintree to remotely administer, troubleshoot, and support ControlScope. Contact Daintree for supported communication link protocols. Daintree expressly disclaims all liability due to local area network (LAN) and wide area network (WAN) problems, firewalls, or other security features which prevent Daintree's ability to remotely access ControlScope, or the System Controller's ability to communicate with the WACs. Daintree disclaims all responsibility for ensuring the security of the System Controller and communication link from unauthorized access.

Exclusions and Restrictions

This Warranty does not cover:

(a) Damage, malfunction or inoperability diagnosed by Daintree as caused by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as, but not limited to, (i) use of incorrect line voltage, fuses, or circuit breakers; excessive line noise in the power supply; (ii) failure to install, maintain and operate ControlScope pursuant to the operating instructions provided by Daintree and the applicable provisions of the National Electrical Code and of the Safety Standards of Underwriters Laboratories; (iii) use of incompatible devices or accessories; (iv) improper or insufficient ventilation; (v) unauthorized repairs or adjustments; (vi) vandalism; (vii) water damage; (viii) an act of god, such as fire, lightning, flooding, tornado, earthquake, hurricane or other problems beyond Daintree's control; (ix) a virus or computer hacker; or (x) failure to maintain equipment in specified temperature range.

(b) On-site labor costs to diagnose issues with, and to remove, repair, replace, adjust, reinstall and/or reprogram ControlScope or any of its Components.

(c) Components and equipment external to ControlScope, such as, lamps, ballasts/drivers, sockets and fixtures; fixture wiring between ballasts/drivers and lamps/LEDs; relays and contactors; cabling between the WACs and the System Controller; audio-visual equipment; and non-Daintree hardware.

(d) The cost of repairing or replacing other property that is damaged when ControlScope does not work properly, even if the damage was caused by ControlScope.

(e) Modifications or upgrades to the Daintree Software necessitated by the upgrade or modification of the operating system software on the System Controller, or any other computer, being utilized to operate the Daintree Software.

(f) Repairs required due to malfunctions caused by non-Daintree software.

(g) Any loss of software, including Daintree Software, or data. Customer has sole responsibility to properly back up all data on the System Controller and on any other storage device in ControlScope.

(h) Damage, malfunction or interoperability to the System Controller diagnosed by Daintree as caused by (i) any item included in (a) above; (ii) failure to provide a reliable power supply (including generator or battery back-up); (iii) improper shut down caused by power loss; or (iv) installation of any unauthorized software.

(i) Freight damage (in the event of freight damage replacement materials must be ordered and paid for, and a claim filed by the Customer with the carrier for the amount of the replacement materials).

(j) Non-Daintree hardware sold under a non-Daintree brand, even if purchased from Daintree (Warranty for non-Daintree hardware is provided by the respective hardware manufacturer).

Warranty Limitations

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. DAINTREE DOES NOT WARRANT THAT CONTROLSCOPE OR ANY OTHER COMPONENTS WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

No Daintree agent, employee or representative has any authority to bind Daintree to any affirmation, representation or warranty concerning ControlScope. Unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in standard printed materials provided by Daintree, it does not form a part of the basis of any bargain between Daintree and Customer and will not in any way be enforceable by Customer.

IN NO EVENT WILL DAINTREE OR ANY OTHER PARTY BE LIABLE FOR EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CONFIDENTIAL OR OTHER INFORMATION, OR PRIVACY; BUSINESS INTERRUPTION; PERSONAL INJURY; FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE; NEGLIGENCE, OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), NOR FOR ANY REPAIR WORK UNDERTAKEN WITHOUT DAINTREE'S WRITTEN CONSENT ARISING OUT OF OR IN ANY WAY RELATED TO THE INSTALLATION, DE-INSTALLATION, USE OF OR INABILITY TO USE CONTROLSCOPE OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS WARRANTY, OR ANY AGREEMENT INCORPORATING THIS WARRANTY, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DAINTREE OR ANY SUPPLIER, AND EVEN IF DAINTREE OR ANY OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding any damages that Customer might incur for any reason whatsoever (including, without limitation, all direct damages and all damages listed above), the entire liability of Daintree and of all other parties under this warranty on any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery, use, repair, or replacement of ControlScope, or any agreement incorporating this warranty, and Customer's sole remedy for the foregoing, will be limited to the amount received by Daintree for ControlScope. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent allowed by applicable law, even if any remedy fails its essential purpose.

AcuityBrands.

STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERICAL INDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial indoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from Acuity's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ,WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERICAL INDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

AcuityBrands.

STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
d/b/a SENSOR SWITCH
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
09/1/2013

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. d/b/a Sensor Switch ("Acuity") warrants its Sensor Switch commercial controls products to be free from defect in material and workmanship for a period of five years (5) from the date from shipment from Acuity's facilities. Acuity's Sensor Switch commercial controls products may include: wall stations, remotes, control devices, powerpacks, sensors, network communication gear, gateways, nodes, Cat5 cables, relay panels, dimming panels, and photocontrols ("Product(s)").

Emergency batteries/inverters, replaceable consumables (*e.g.*, lithium batteries, printers, cartridges), computer hardware, mobile computing devices, software (other than firmware), commissioning systems, third party gear, and installation services, remote programming, or other professional services, are excluded from this Statement of Limited Warranty. Emergency batteries/inverters, installation services, remote programming, and other professional services provided by Acuity are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of other items excluded from this Statement of Limited Warranty are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Access to the software associated with the Product(s) maybe subject to the terms of an End-User License Agreement ("EULA") and warranty terms applicable to such software are set forth in the applicable EULA.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); external site conditions, including without limitation, heavy tree cover, cellular, satellite or radio interference, environmental conditions; vandalism; terroristic acts; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized access or use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity, failure to provide requested data or inadequate data provided by end user; use of the Product(s) with components, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. This Warranty does not cover cost that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, this warranty does not cover costs resulting from installation of third party supplied components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), which are governed by separate limited warranty terms.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING,WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

Transformers

E-Saver™

Product Warranty

25 YEAR PRO-RATED LIMITED PRODUCT WARRANTY

WARRANTY PERIOD, LIMITATION OF LIABILITY, NOTICE OF CLAIM

The Warranty stated in this section is a Limited Warranty. Powersmiths International Corp. ("Powersmiths") warrants that its E-Saver™ products meet applicable design specifications, and are free from defects in materials and workmanship. The warranty period is TWENTY-FIVE YEARS - PRO-RATED from the date of factory shipment. Pro-rating is based upon the price paid on the original invoice. Powersmiths warrants the unit will remain functional after a seismic event up to the equipment's rated severity.

Powersmiths' liability is expressly limited to the repair or replacement of defective product at the discretion of Powersmiths. Powersmiths' entire liability shall be limited to at a maximum the purchase price of the product, and in no way shall be liable for any consequential damages whatsoever. Powersmiths shall have no liability for problems resulting from accident, or improper application, installation, operation or repair. This limited warranty is in lieu of all other warranties. The laws of Ontario, Canada shall prevail.

POWERSMITHS™
10 Devon Road
Brampton, Ontario, Canada, L6T 5B5
Toll-Free: 1-800-747-9627 • (905) 791-1493
Fax: (905) 791-8870
E-mail: info@powersmiths.com
www.powersmiths.com

807-000443-114-A04

Water Conservation

American Standard
Style That Works Better

General Product One Year Warranty

If inspection of this AS America Inc. ("American Standard") plumbing product, within one year after its initial purchase, confirms that it is defective in materials or workmanship, American Standard will repair or, at its option, exchange the product for a similar product.

This limited warranty applies only to the original purchaser and installation of these products. In the event of a limited warranty claim, proof of purchase will be required – save sales receipt.

This limited warranty does not apply to local building code compliance. Since local building codes vary considerably, the purchaser of this product should check with a local building or plumbing contractor to insure local code compliance.

This limited warranty is void if the product has been moved from its initial place of installation; if it was not installed in accordance with American Standard's instructions; or if it has been modified in a manner inconsistent with the product as shipped by American Standard.

American Standard's option to repair or exchange the product under this limited warranty does not cover any labor or other costs of removal or installation. IN NO EVENT WILL AMERICAN STANDARD BE LIABLE FOR THE COST OF REPAIR OR REPLACEMENT OF ANY INSTALLATION MATERIALS, INCLUDING BUT NOT LIMITED TO, TILES, MARBLE, ETC. American Standard will not be responsible for any other incidental or consequential damages attributable to a product defect or to the repair or exchange of a defective product, all of which are expressively excluded from this limited warranty. This limited warranty does not cover any liability for consequential or incidental damages, all of which hereby expressly disclaimed, or the extension beyond the duration of this limited warranty of any implied limited warranties, including those of merchantability or fitness for an intended purpose. (Some states or provinces do not allow the exclusion or limitation of implied limited warranties, so this exclusion may not apply to you.)

This limited warranty gives you specific legal rights. You may have other statutory rights that vary from state to state or from province to province, in which case this limited warranty does not affect such statutory rights.

LIMITED WARRANTY CONTACT INFO

For service under these limited warranties, it is suggested that a claim be made through the contractor or dealer from or through whom the product was purchased, or that a service request (including a description of the product model and of the defect) be sent to the following address:

In the United States:
American Standard Brands
P.O. Box 6820
Piscataway, New Jersey 08855
Attention: Director of Consumer Affairs

For residents of the United States, warranty information may also be obtained by calling the following toll free number: (800) 442-1902.

Sloan Plumbing Products Terms

Effective Date: February 1, 2011

Minimum Order $100.00 NET

TERMS

All prices are F.O.B. Factory with full freight allowed on $3,000.00 net within the United States (contiguous), such allowance to be based on the lowest rate medium of transportation. Additional freight services, such as construction site delivery, lift gate delivery service, re-consigned freight or notification charges, are not included in FFA terms, and will result in additional freight charges. All Sloan Stone orders are full freight allowed on $10,000.00 net within the United States (contiguous), such allowance to be based on the lowest rate medium of transportation. Terms for Export Shipment on application.

CASH DISCOUNT TERMS: **2% 30 days, NET 31 days from date of invoice**
A 2% discount is offered for payment on or before 30 days from date of invoice with the net amount due the next day, subject to a service charge of 1% applied monthly. Any conditions or terms payment on purchase orders which are contradictory to our cash discount offer shall be of no effect. Please address envelope in all "CAPS" (upper case) when remitting to 3761 PAYSPHERE CIRCLE, CHICAGO, IL 60674

LIMITED WARRANTY

Unless otherwise noted, Sloan Valve Company warrants its products to be made of first class materials, free from defects of material or workmanship under normal use and to perform the service for which they are intended in a thoroughly reliable and efficient manner when properly installed and serviced, for a period of three years (1 year on SF faucets, special finish and PWT electronics and 30 days on PWT software) from date of purchase. During this period, Sloan Valve Company will, at its option, repair or replace any part or parts which prove to be thus defective if returned to Sloan Valve Company, at customer's cost, and this shall be the sole remedy available under this warranty. No claims will be allowed for labor, transportation or other incidental costs. This warranty extends only to persons or organizations who purchase Sloan Valve Company's products directly from Sloan Valve Company for purpose of resale. This warranty does not cover the life of batteries.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT IS SLOAN VALVE COMPANY RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY MEASURE WHATSOEVER.

RETURN MATERIAL POLICY

Products which are determined to be defective or shipped incorrectly by Sloan Valve Company will be credited at invoice price. Products returned for reasons other than defects or Sloan shipping errors are subject to a 20% handling charge, return freight is at customers expense. **All returns of Special Finish, Special Order, Scrub Sinks and SloanStone product are subject to a minimum 50% handling charge and must be returned within one year.** If the invoice is not available, then credit will be issued based on the previous price sheet, if the price sheet is less than a year old. All returns must be authorized by the factory prior to returning. The factory will issue a return material authorization (RMA) number. The RMA number must be written on the shipping label, each load inspection and all related documentation.

All returned material should be returned in the original, unopened shipping cartons, or suitably packed. The material is to be packaged such that it will not be damaged during the return.

Material over two years old is subject to a 50% handling charge. **Manual product/parts over 5 years old and electronic product over 3 years old will not be accepted. PWT electronics will not be accepted after one year.**

Deductions will be made for any material returned that is not in saleable condition. **Material not in saleable condition will be returned to customer or scrapped at customer request.**

When material is to be returned, call your representative, who will contact the factory for an RMA number.
The following information will be necessary:

A. Invoice Number
B. Product Part Number
C. Product Code Number
D. Product Date Code
E. Quantity
F. Reason for return requests (be specific; "defective" is not a reason). Material returned as defective but, on inspection, is found to be serviceable will be subject to credit reduction. A test report will be available on request.
G. All returns are to be freight prepaid.

The RMA number must be on each load and each container.

SHORTAGES, INCORRECT SHIPMENTS, PROOF OF DELIVERY REQUESTS

Claims for shortages or incorrect filling of orders must be made within 30 days from date of delivery. No claim over six months old will be honored. Deliveries that are short carton(s) or have damaged carton(s) must be reported immediately. Damaged carton(s) must be kept for Carrier Claim Inspector.

DISCLAIMER

The prices herein are subject to change without notice and supercede all previous prices. The possession of this price sheet by any person is not to be construed as an offer to sell them, nor anyone else, the goods listed herein at the price or terms stated.

10 Year Limited Warranty

For this warranty to become effective, the accompanying warranty registration card, found on the back cover of this instruction booklet, and proof of purchase must be completed and returned to the address on the warranty registration card within thirty (30) days of purchase.

Niagara Conservation warrants its vitreous china to be free from defects in workmanship of materials under normal use and service for the lifetime of the product.

If, within ten (10) years of the initial purchase, an inspection of this Niagara Conservation plumbing product, including all mechanical components, excluding the seat, water supply (fill) and flush valves, confirms that the product is defective in materials or workmanship, Niagara Conservation will repair or, at Niagara Conservation's discretion, exchange the product for a similar model.

This warranty ***does not apply*** to local building code compliance. Since local building codes vary considerably, the purchaser of this product should check with a local building or plumbing contractor to insure local code compliance before installation.

This warranty ***shall be void*** if the product has been moved from its initial place of installation; if it has been subjected to faulty maintenance, abuse, misuse, accident or other damage; if it was not installed in accordance with Niagara Conservation's instructions; or, if it has been modified in a manner inconsistent with the product as shipped by Niagara Conservation.

This warranty is extended only to the original purchaser.

This warranty **DOES NOT COVER** any damage caused by the use of in-tank cleaners.

This warranty does not apply to the following:
a) damage or loss sustained in a natural calamity such as fire, earthquake, flood, electrical storms, etc.;
b) damage or loss resulting from any unreasonable use, misuse, abuse, negligence, or improper maintenance of the product;
c) damage or loss resulting from removal, improper repair, or modification of the product;
d) damage or loss resulting from sediments or foreign matter contained in the water system;
e) damage or loss resulting from installation not in accordance with instructions, or from installation of a unit in a harsh and/or hazardous environment.

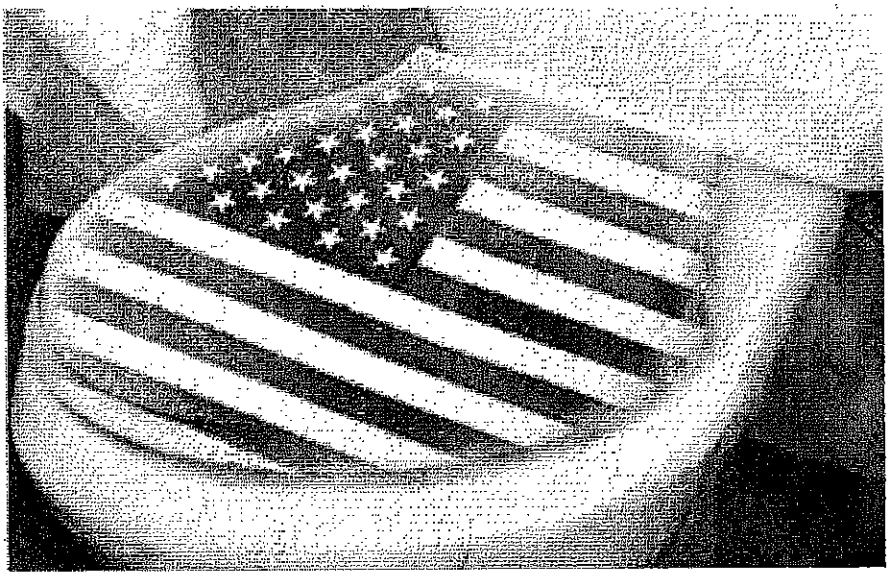
Niagara Conservation's option to repair or exchange the product under this warranty does not cover any labour or other costs of removal or installation, nor shall Niagara Conservation be responsible for any other incidental or consequential damages attributable to a product defect or to the repair or exchange of a defective product, all of which are expressly excluded from this warranty.

The water supply and flush valves are covered under a separate one (1) year warranty by the manufacturer (Fluidmaster Inc.). Eligibility for this warranty still requires the registration card to be completed and returned within thirty (30) days of purchase. Within one (1) year after initial purchase, if it is confirmed that the water supply valve is defective in materials or workmanship, Niagara Conservation will repair or, at Niagara Conservation's discretion replace the product.

Niagara Conservation
45 Horsehill Road Cedar Knolls, NJ 07927 | 1.800.831.8383 | www.NiagaraConservation.com

Centoco Warranty

Centoco's plastic seats are guaranteed against defects in material and workmanship for a period of one year from date of purchase. Defective product coverage is limited to a replacement seat of equal value and does not include removal or installation costs. This guarantee does not apply to any standard grade or budget residential seats used in non-residential installations.



Established in Detroit, Michigan and McCrory, Arkansas; Centoco Manufacturing Corporation manufactures high-quality toilet seats in high-gloss solid plastic, wood and other materials. With representatives serving the continental United States, Alaska and Hawaii the company is a major supplier to building trades, contractors and architects for residential, commercial and institutional applications.

HIGHSIERRA
SHOWERHEADS

We GUARANTEE your satisfaction with our shower heads and WARRANT our materials and workmanship.

30-Day Satisfaction Guarantee
If for any reason you are not 100% satisfied with the HighSierra Showerhead®, you may return it for a refund or exchange. Just return the product to us in like-new condition within 30 days from the date it was shipped to you, and we will refund the full purchase price less shipping costs, which are nonrefundable. HighSierra Showerheads® reserves the right to determine whether a full or partial refund or an exchange is merited based on the condition of the returned merchandise.

Two-Year Warranty
HighSierra Showerheads® warrants each new showerhead it manufactures to be free from defective materials and workmanship. HighSierra Showerheads® agrees to remedy any such defect or replace the unit, at our option, provided the unit is delivered to us, intact, with all transportation charges prepaid to our factory, for a period of 2 years from the date of sale to the original purchaser.

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NEOPERL

flow, stop and go.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

The Acknowledgment/Acceptance of any Order for any quotation is given by Neoperl, Inc. ("NEOPERL") subject to the conditions stated below. Purchase orders are not binding until accepted in writing by NEOPERL at Waterbury, Connecticut, U.S.A. Commercial terms are subject to INCOTERMS 1990. Your order when shipped by NEOPERL, shall complete the contract between us. Any inconsistent provisions of your order shall not apply.

2. PRICES

Prices quoted are in US dollars exclusive of all taxes and all costs of transportation. Prices are based on current costs and therefore subject to change without notice. All such taxes and costs shall be invoiced to and paid by Buyer.

3. TERMS OF PAYMENT AND INTEREST

Terms of payment are net cash thirty (30) days, unless otherwise specified. NEOPERL may impose a monthly service charge of one and one-half percent (1 1/2%) on invoices unpaid after thirty (30) days. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered goods.

4. INSPECTION AND RETURN OF MATERIAL

Buyer shall, at its own expense, inspect upon arrival all products shipped to the delivery point. All claims for damages, errors or shortages of the products shall be delivered to NEOPERL in writing within ten (10) days after such arrival. Any claims will be subject to inspection by NEOPERL. Failure to notify NEOPERL within the specified period shall constitute acceptance of all products. If NEOPERL determines the claim to be valid, NEOPERL's sole liability will be to replace defective products within a reasonable time. Buyer may not return products shipped by NEOPERL without a written authorization.

5. CANCELLATIONS AND MODIFICATIONS

Orders accepted by NEOPERL are not subject to cancellation by Buyer, except with NEOPERL's written consent and upon terms which compensate NEOPERL for any loss or damage arising out of said cancellation. If it appears that Buyer will be unable to meet its payment obligations under the contract, NEOPERL may cancel the contract, demand cash payments, or obtain adequate assurances from the Buyer that such timely payment will be made. Modifications, additions, cancellations or suspensions of any order resulting from NEOPERL's quotation, or any acceptance of a purchase order, shall not be effective or binding upon NEOPERL unless evidenced in writing on the face of the order or in a separate writing, signed by an authorized manager of both the Buyer and NEOPERL, expressly stating the terms modified and the nature of the modification.

6. SHIPMENT & RISK

All orders are freight and insurance prepaid by Buyer. Method of shipment is at NEOPERL's discretion, unless Buyer specifies otherwise. All shipments are incurred at Buyer's expense and risk. Identification of goods to the contract shall occur, and title shall pass, upon receipt of the shipment by the carrier. NEOPERL reserves the right to deliver goods in installments. NEOPERL will not be liable for damages of any kind due to failure to meet delivery date.

7. LIMITED WARRANTY

NEOPERL GIVES NO WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PURPOSE. The sole and exclusive warranty provided herein is that the goods sold are warranted to be free from defects in material or workmanship as established by NEOPERL's standards of acceptable quality. This express warranty is in lieu of all other warranties, express or implied. All claims by Buyer for defective goods shall be governed by Section 4 above.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL NEOPERL BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THIS CONTRACT OR ITS PERFORMANCE OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE GOODS FOR ANY PURPOSE WHATSOEVER OR FOR INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY OF THE GOODS.

9. LIMITATION OF ACTIONS

No action regardless of form arising out of any contract with the Buyer may be commenced more than one (1) year after the cause of action has accrued except an action for nonpayment. Buyer shall reimburse NEOPERL for any attorney's fees and other legal expenses incurred in enforcing or defending its rights under any contract arising from its quotation or an acceptance of purchase order.

10. GOVERNING LAW

Any contract resulting from NEOPERL's quotation, or acceptance of a purchase order, and all obligations of the parties shall be governed by the laws of the State of Connecticut, including provisions of the Uniform Commercial Code as adopted by the State of Connecticut. Buyer submits to exclusive jurisdiction of the state and federal courts located in Connecticut.

THE ABOVE TERMS AND CONDITIONS DO NOT APPLY TO ORIGINAL EQUIPMENT MANUFACTURERS (OEM), GOVERNMENT ENTITIES, OR EXPORT SALES OR PURCHASES MADE IN THE USA FOR EXPORT PURPOSES. ANY SALES UNDER THESE TERMS AND CONDITIONS SHALL BE FOR DOMESTIC SALES AND USE ONLY. NO GOODS ACQUIRED THEREBY MAY BE RESHIPPED OR RESOLD OVERSEAS. PLEASE CONTACT OEM REPRESENTATIVE FOR FURTHER DETAILS. THE PRECEDING SUPERSEDES ANY PREVIOUSLY PROVIDED TERMS AND CONDITIONS. THE ABOVE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Catalog errors

We strive to provide an error free price list. However, if pricing errors are found, they will be corrected in our database immediately and the corrected price will apply. We will inform you if your order contains incorrect prices.

RAIN BIRD

Warranty

Worry-Free Warranties

Our comprehensive product warranties make it even easier to choose Rain Bird and relax. Most Rain Bird Landscape Irrigation products are warranted to the trade for a period of either three or five years from the date of original purchase. A Rain Bird warranty is hassle-free support that enables maximum peak performance by irrigation system professionals. For you, it's the added peace of mind of knowing Rain Bird is there when you need it.

Rain Bird's Professional Customer Satisfaction Policy

Rain Bird will repair or replace at no charge any Rain Bird professional product that fails in normal use within the warranty period stated below. You must return it to the dealer or distributor where you bought it. Product failures due to acts of God including without limitation, lightning and flooding, are not covered by this warranty. This commitment to repair or replace is our sole and total warranty.

Implied Warranties of Merchantability and Fitness, if Applicable, are Limited to One Year from the Date of Sale.

We will not, under any circumstances be liable for incidental or consequential damages, no matter how they occur.

I. Landscape Irrigation Products

1800 Series Pop-Up Spray Heads, U-Series Nozzles, Brass MPR Nozzles, A-8S and PA-8S-PRS Shrub Adapters, and 1300 and 1400 Bubblers, 5000 Series Rotors, 5500 Series Rotors, 7005/8005 Rotors, Falcon® 6504 Series Rotors, RSD-BEX and RSD-CEx – 5 Years

All other Landscape Irrigation products – 3 years

II. Golf Products

Golf Rotors: EAGLE™ Series and EAGLE IC™ Series Golf rotors - 3 years.

Additionally, any TG-25, DR, DH, DS, EAGLE™ Series and EAGLE IC™ Series Golf Rotor sold and installed in conjunction with a Rain Bird Swing Joint - 5 years. Proof of concurrent installation is required.

Swing Joints – 5 years

Brass And Plastic Valves: EFB and PE-B Remote Control Valves, and Brass

Quick Coupling Valves and Keys – 3 years

Filtration system controllers – 3 years

LINK Radios – 3 years

Lake Management Aerator: Aqua Series & Instant Fountian - 2 years

Lake Management Aerator: C3 units – 5 years

Lake Management Aerator: C2 units– 3 years

Lake Management Aerator: AFL– 2 years

Lake Management Aerator Lights – 1 year

Hose Reels – 2 years

All other golf products – 1 year

III. Agricultural Products

LF Series Sprinklers – 5 years

Other Impact Sprinklers – 2 years

All other AG products – 1 year

IV. Pump Stations

Rain Bird guarantees that its pump station will be free of manufacturer defects for one year from date of authorized start-up but not beyond sixteen months from date of invoice.

Start-up by other than Rain Bird Authorized personnel will void these terms and conditions.

Provided that all installation, start-up and operation responsibilities have been properly executed, Rain Bird will replace or repair, at Rain Bird's option, any part found to be defective under normal recommended use during this period. Repairs performed at Rain Bird's expense must be authorized by Rain Bird prior to repairs being performed. Upon request, Rain Bird shall provide advice on trouble-shooting a defect during the effective period of this Customer Satisfaction Policy. However, no service, replacement or repair under this Customer Satisfaction Policy will be rendered while the customer is in default of any payments due to Rain Bird.

Rain Bird will not accept responsibility for costs associated with the removal, replacement, or repair of equipment in difficult-to-access locations. Difficult-to-access locations include (but are not limited to) locations where any of the following are required:

1) Cranes larger than 15 tons

2) Divers

3) Barges

4) Helicopters

5) Dredging

6) Any other unusual means or requirements

Such extraordinary cost shall be the responsibility of the customer, regardless of the reason requiring removal of the equipment from service.

The terms and conditions of this Customer Satisfaction Policy do not cover damage caused by or resulting from the following:

1) Misapplication, abuse, or failure to conduct routine maintenance (to include winterization/winter lay-up procedures)
2) Pumping of liquids other than fresh water as defined by the U.S. Environmental Protection Agency, unless the pump station is specifically designed to do so
3) Use of free chlorine or other strong biocides
4) Exposure to electrolysis, erosion, or abrasion
5) Presence of destructive gases or chemicals

Warranty

6) Over voltage or low voltage

7) Electrical phase loss or reversal

8) Exposure to incoming power lacking circuit breaker or fused protection

9) Using the control panel as a service disconnect

10) Lightning or other Act of Nature.

11) Failure of pump packing seal (unless the failure occurs on initial start-up).

The foregoing terms and conditions constitute Rain Bird's entire Customer Satisfaction Policy. Rain Bird does not offer any other or additional warranty, with respect to the pumping system or its components. Rain Bird makes no implied warranty, with respect to fitness for a particular purpose or merchantability of the pumping system or its components. Components manufactured by others (as noted on the Pump Station Quotation) are covered solely by and to the extent of the warranty, if any, offered by the manufacturer. Rain Bird shall not be liable to the customer or any other person or entity for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pump system. Rain Bird shall not be responsible for incidental, consequential, collateral or indirect damages or loss of profit or damages related to the customer's business operations, nor for those caused by Acts of Nature. In no case and under no circumstances shall Rain Bird's liability exceed the Rain Bird Corporation's net sale price of the pump system.

Laws concerning customer warranties and disclaimers vary from state to state, and therefore some of the foregoing limitations may not apply to you.

V. All Other Products - 1 year

Mechanical Equipment

AMERICAN COOLING TOWER INC.

CTI CERTIFIED

CTI STANDARD 201 THERMAL CERTIFICATION
ACF SERIES COUNTER FLOW COOLING TOWER

VALIDATTION NUMBER 10-38-01

AMERICAN
COOLING
TOWER, INC

JUNE 1, 2010

DATE

THERMAL PERFORMANCE GUARANTEE

AMERICAN
COOLING
TOWER, INC.

American Cooling Tower guarantees the thermal performance of its equipment as shown in our submittal package data sheets, when the units have been designed and selected in accordance to good engineering practices. If after startup the customer suspects that the cooling tower does not meet the design conditions set forth by the project and as shown in the submittal package, American Cooling Tower will initiate a thermal performance test which may be observed by all parties involved. If the results of the performance test indicate that the tower is not performing, American Cooling Tower will at no cost to the owner make all necessary repairs or modifications. If the equipment is found to be operating in accordance with design data as specified, the owner is expected to reimburse the company for its costs associated with the test.

Giving you the ACTvantage you deserve!

AMERICAN
COOLING
TOWER INC.

AMERICAN COOLING TOWER ACF SERIES COOLING TOWER THERMAL GUARANTEE

The ACF series packaged cooling tower design manufactured by AMERICAN COOLING TOWER INC., is provided with a THERMAL GUARANTEE stating that based on design conditions presented in bid documents or requirements provided by the client, tower performance shall meet or exceed a minimum of 95% capacity as is acceptable under CTI Standards & Testing and verified by a Thermal Acceptance Test performed under CTI ATC-105 testing standards certifying that the unit's thermal performance has been tested and meets CTI standards for thermal capacity ratings.

Upon the owner's request an ATC-105 thermal acceptance test can be provided at the owner's expense if they suspect that the cooling tower is not meeting thermal performance as required by the technical specifications supplied. A thermal acceptance test shall be provided by a third party testing agency to conduct the ATC-105 thermal acceptance per CTI requirements. Upon completion of the thermal test a report shall be provided to the customer confirming the results. This report will be furnished to both American Cooling Tower and the owner and is considered a legal document and will be recognized as such by all parties involved.

In the event that the suspected unit(s) do not pass the CTI ATC-105 thermal acceptance test, American Cooling Tower, will be held responsible for making any and all changes to the existing cooling tower(s) or replacing the existing cooling tower(s) to bring the unit into an acceptable performance range. If the unit(s) fail the ATC-105 thermal acceptance test American Cooling Tower will pay for all upgrades and the testing fees associated to certifying the cooling tower meets design requirements of the project.

Thermal Guarantees will be void should any design conditions be altered without the acknowledgement of American Cooling Tower. Any obstructions that limit air flow or cause air recirculation may also void thermal guarantees. American Cooling Tower provides a thermal guarantee under the assumption that the customer will maintain preventative maintenance as instructed by AMERICAN COOLING TOWER and uses only Factory Authorized Parts supplied by American Cooling Tower. Any parts, accessories, or optional components not supplied by American Cooling Tower, which may affect cooling performance can void thermal guarantee. The owner should consult with the factory prior to the installation of any components, platforms, ladders, or other accessories that may affect cooling tower performance.

AMERICAN
COOLING
TOWER INC.

AMERICAN COOLING TOWER STANDARD ACF SERIES COOLING TOWER WARRANTY STATEMENT

Five Year Total Product

AMERICAN COOLING TOWER warrants the parts and components utilized on their ACF series packaged system for a period of five (5) years from the date of shipment by AMERICAN COOLING TOWER. Warranty coverage ensures that the ACF series cooling tower will be free of defects in materials and workmanship. Warranty does not cover labor costs associated with the replacement of the parts furnished unless written authorization is granted by an authorized employee of AMERICAN COOLING TOWER.

In addition to the equipment warranty, AMERICAN COOLING TOWER offers a performance guarantee which states that the cooling tower specified in the CERTIFIED UNIT DRAWING will meet the designed specifications as indicated for the project for a period of one (1) year from date of installation or eighteen (18) months from the date of shipping by AMERICAN COOLING TOWER, whichever time expires first. If after installation and startup, if the tower is not operating as specified, at the customer's request, AMERICAN COOLING TOWER technicians will perform a thorough inspection and performance test of the installed unit. The customer, consulting engineer, and manufacturer representative will be permitted access to observe the performance test and inspection. If the results of the performance test or the inspection show the equipment to be deficient, AMERICAN COOLING TOWER will make any necessary repairs or alterations to correct the problem at no additional cost to the owner. If following the inspection the unit is found to be in accordance with the certified drawings and stated performance, the owner will reimburse AMERICAN COOLING TOWER for all direct expenses associated with the performance test and inspection.

No other warranties written or verbal will supersede the above warranty statement. The sole remedy for breach of the warranty as stated above will be the repair or replacement of the equipment by AMERICAN COOLING TOWER at its option. Any third party labor or components that are installed onto the unit after unit is shipped by AMERICAN COOLING TOWER will void any warranty unless the components or accessories are approved in writing by AMERICAN COOLING TOWER. In addition, warranty coverage will be void if the owner does not perform preventative maintenance as recommended and operate the cooling tower in accordance to AMERICAN COOLING TOWERS' operation and maintenance manual. AMERICAN COOLING TOWER standard warranty as stated above is void in the event of natural disasters, riots, wars, or acts of God which result in the loss of the cooling tower. Under no circumstances will AMERICAN COOLING TOWER be liable for lost profits, lost savings, personal injuries, incidental damages, economic loss, property damage, or any other consequential, incidental, special or contingent damages. In addition, AMERICAN COOLING TOWER shall not be responsible for any injuries or damages of any kind whatsoever under any theory of tort to the extent caused by misuse of the product by the buyer or any third party.

Owner agrees to all terms outlined above in the stated warranty and this agreement is acknowledged upon owner's issuance of a purchase order and AMERICAN COOLING TOWER agrees to the above warranty at the time of purchase order acceptance.

In addition to the above ACT warranty terms, Kerney & Associates, Inc. warrants labor for the ACT cooling tower for the first five years from shipping date and parts only (except motors) for year 6 through 10. Warranty claims will be processed through Kerney & Associates, Inc. by submitting a written claim to: **warranty@kerneyandassociates.com**.

Kerney & Associates, Inc.
1300 NW 65th Place
Fort Lauderdale, FL 33309
(954)987-7929

ll repair or replace without charge (at the company's option) any product or part which is proven defective under normal use within one (1) year fro
r one (1) year and six (6) months from date of shipment (whichever occurs first).

ll repair or replace without charge (at the company's option) any Taco 00 Series or 2400 Series circulator or circulator part that is proven defective ur
hree (3) years from the date of manufacture.

btain service under this warranty, it is the responsibility of the purchaser to promptly notify the local Taco stocking distributor or Taco in writing and
ubject product or part, delivery prepaid, to the stocking distributor. For assistance on warranty returns, the purchaser may either contact the local T
tributor or Taco. If the subject product or part contains no defect as covered in this warranty, the purchaser will be billed for parts and labor charges
ory examination and repair.

oduct or part not installed or operated in conformity with Taco instructions or which has been subject to misuse, misapplication, the addition of pet
or certain chemical additives to the systems, or other abuse, will not be covered by this warranty.

s to whether a particular substance is suitable for use with a Taco product or part, or for any application restrictions, consult the applicable Taco inst
ntact Taco at (401-942-8000).

es the right to provide replacement products and parts which are substantially similar in design and functionally equivalent to the defective product
es the right to make changes in details of design, construction, or arrangement of materials of its products without notification.

RS THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY WARRANTY IMPLIED BY LAW INCLUDING WARRANTIES OF MERCHANTABILIT
N EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH IN THE FIRST PARAGRAPH ABOVE.

WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR STATUTORY, OR ANY OTHER WARRANTY OBLIGATION ON THE PART OF TACO.

NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS OR ANY INCI
EMOVING OR REPLACING DEFECTIVE PRODUCTS.

ty gives the purchaser specific rights, and the purchaser may have other rights which vary from state to state. Some states do not allow limitations o
warranty lasts or on the exclusion of incidental or consequential damages, so these limitations or exclusions may not apply to you.

on Street
02920
)00

Green Building Innovations, Inc.
1300 NW 65th Place
Fort Lauderdale, FL 33309

Phone: (954) 234-2553
Fax: (954) 987-7922

Assured Warranty Agreement

Customer Name: CUSTOMER

Agreement No: Z00000

(Hereinafter referred to as "Customer")

Address: SITE ADDRESS

City: State: Florida Zip:

Locations(s) :

Scope of Service

In consideration of their mutual agreement, Green Building Innovations, Inc. and Customer agree that the following services and type of coverage for the above location(s) for the equipment listed on the attached Equipment Schedule (hereinafter referred to as "Equipment") will be provided in accordance with the Terms and Conditions, Assured Warranty Agreement Equipment Schedule and Assured Warranty Agreement Plans and Operating Inspection Programs included herein.

Type of Plan

- 10 year warranty starting at day of equipment start-up as described below
- Year 1 through 3 parts and labor
- Year 7 through 10 parts only
- First year annual preventative maintenance to be performed by GBI during the month of: (included in this agreement)

System Components Included

- Yaskawa variable frequency drives listed on equipment schedule (attached)

Customer agrees to:

a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Green Building Innovations, Inc. in conjunction with the performance of this Agreement.

b) Allow Green Building Innovations, Inc. to start and stop the Equipment in order to perform operating inspections specified in this Agreement.

c) Operate the Equipment in accordance with Green Building Innovations, Inc. instruction and to notify Green Building Innovations, Inc. promptly of any change in the usual operating conditions.

d) Provide reasonable means of access to the Equipment and building.
Employ only Green Building Innovations, Inc. personnel or persons authorized by Green Building Innovations, Inc. to perform all work on the Equipment, except for operation of same.

Green Building Innovations, Inc.
1300 NW 65th Place
Fort Lauderdale, FL 33309

Phone: (954) 234-2553
Fax: (954) 987-7922

Green Building Innovations, Inc. agrees to:

a) Furnish its Inspection Service during the first year of operation at no additional charge.
b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

What is Covered:

a) **Year One Through Three**: We will pay on your behalf the cost of labor and/or repair or replacement of the internal components of the covered piece of equipment. Parts will be replaced with those of like kind and quality, and may be new, non-original manufacturer or remanufactured. If the equipment cannot be repaired, if the cost to repair the product exceeds the original equipment purchase price, or if the parts are not available due to the age of the equipment or being discontinued by the manufacture, the equipment will be replaced with equipment or equal features (the "Replacement Equipment").
b) **Year Four Through Ten**: Parts will be replaced with those of like kind and quality, and may be new, non-original manufacturer or remanufactured. If the equipment cannot be repaired, if the cost to repair the product exceeds the original equipment purchase price, or if the parts are not available due to the age of the equipment or being discontinued by the manufacture, the equipment will be replaced with equipment or equal features (the "Replacement Equipment").

What is not Covered:

a) Routine maintenance or any repairs which are made necessary because routine maintenance was not performed by the equipment owner. (see maintenance requirements in Z1000 operations manual).
b) Premium labor charges or "over-time" charges charged by the servicer for repairs made during other then the servicer's normal hours.
c) Air filters, electrical wiring, controls external to the equipment or any other equipment not listed on the equipment schedule of this warranty.
d) Repairs to correct failures or malfunctions that are not considered manufacturing defects, such as damage or malfunctions resulting from fire, water, storms, earthquakes, faulty power supply, theft, riot, misuse, abuse, acts of God, or the improper selection, installation, or application of equipment.
e) Repairs to alter the equipment to meet changes in Federal, State or local codes of regulations.
f) Any work performed by any servicer not approved by us.
g) Appearance: Features, esthetics, paint and cabinet parts, knobs and buttons including but not limited to, rust or corrosion.
h) Items normally designed to be periodically replaced by the Equipment Owner during equipment life such as filters and parts or repairs due to normal wear and tear.
i) Pre-existing conditions.

Green Building Innovations, Inc.
1300 NW 65th Place
Fort Lauderdale, FL 33309

Phone: (954) 234-2553
Fax: (954) 987-7922

Conditions and Limitations

a) This extended warranty sets forth the entire agreement between you and us and cannot be changed without our written approval. Representations and promises not set forth in this document are not part of this extended warranty.
b) This warranty is automatically terminated if the equipment is removed from the address identified on the face of this document, unless removed and reinstalled at the new location by an approved servicer by Green Building Innovations, Inc. who certifies that the removal and reinstallation were done properly.
c) This warranty is automatically terminated if the equipment is repaired by a servicer not approved by Green Building Innovations, Inc.
d) Green Building Innovations, Inc. reserves the right to select the servicer to perform any repairs called for under this warranty.
e) Any material and/or work beyond the covered by the terms of this warranty will be furnished at the equipment owner's expense.
f) All warranty claims should be made in writing to the following email: **warranty@gbiteam.com**

Green Building Innovations, Inc.
1300 NW 65th Place
Fort Lauderdale, FL 33309

Phone: (954) 234-2553
Fax: (954) 987-7922

Equipment Schedule

Model Number	Serial Number	Location	Tag	Warranty Start Date

EXHIBIT C

EQUIPMENT LEASE/PURCHASE AGREEMENT
(ACQUISITION FUND)

This Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of _____, 2016, and entered into between Banc of America Public Capital Corp, a Kansas corporation (*"Lessor"*), and Miami-Dade County, Florida, a political subdivision 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 _____ and final Rental Payment due on of _____.

"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 is 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 a political subdivision of the State Florida, 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) 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.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(e) 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.

(f) 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) 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.

(g) 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.

(h) 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, other than as may be set forth in a tax certificate of Lessee executed in connection with this Lease.

(i) 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.

(j) 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 , or with the giving of notice or the lapse of time or both 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 H 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 satisfactory to Lessor, 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 a form 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) A copy of a fully completed and executed Form 8038-G;

(viii) 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

(ix) 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 or cause to be paid any and all delivery and installation costs and other Equipment Costs in connection therewith pursuant to the Escrow Fund Agreement. 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 pursuant to the Escrow Fund Agreement) 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; including, without limitation, all anti-money laundering laws and regulations *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 re-certify 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 a form acceptable to Lessor.

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 (which assignees or subassignees shall be Miami-Dade County Registered Vendors or shall agree to become a Miami-Dade County Registered Vendor as soon as practicable), 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 $25,000,000.00;

(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

By: _____

Name: _____

Title: _____

LESSEE:
Miami-Dade County, Florida
200 NW 1st Street
Miami, FL 33128
Attention: Facilities and Utilities
Management Division
Fax No: (305) 375-3914

By: _____

Name: _____

Title: _____

(Seal)

Approved as to Form and Legal Sufficiency:

By: _____

Name: _____

Title: _____

[Signature Page of Equipment Lease/Purchase Agreement]

List of Exhibits

Exhibit A -- Equipment Schedule
Exhibit B -- Payment Schedule
Exhibit C-1 -- [Reserved.]
Exhibit C-2 -- Form of Incumbency and Authorization Certificate
Exhibit D -- [Reserved.]
Exhibit E -- Form of Acceptance Certificate
Exhibit F -- [Reserved.]
Exhibit G -- Form of Notice and Acknowledgement of Assignment
Exhibit H -- Form of Acquisition Fund and Account Control Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

A. EQUIPMENT LOCATION

The Equipment will be located at one or more of the following addresses:

1) _____

2) _____

ECMs- [To come]

EXHIBIT B

PAYMENT SCHEDULE

[TO COME]

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 _____, 20__.

EXHIBIT C-1

[RESERVED]

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Senior Advisor, Office of the Mayor of Miami-Dade County, Florida (*"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 _____, 2016, by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Acquisition Fund and Account Control Agreement dated as of _____, 2016, among Lessor, Lessee and Deutsche Bank Trust Company Americas, 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: Senior Advisor, Office of the Mayor

Approved as to Form and Legal Sufficiency:

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)

_____, 2016

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 _____, 2016, ("Lease") between Banc of America Public Capital Corp., ("Lessor") and Miami-Dade County, Florida, ("Lessee")

Ladies and Gentlemen:

The office of the Miami-Dade County Attorney acts as counsel to, and has been requested by, the Lessee to give this opinion in connection with its leasing of certain equipment pursuant to the Lease. All capitalized terms shall have the meaning assigned to them in the Lease.

In order to deliver this opinion, we have reviewed such certificates and other documents we considered necessary or appropriate, including applicable laws, resolutions adopted by the Lessee's Board of County Commissioners, the Lease and the Acquisition Fund Account and Control Agreement among the Lessor, the Lessee and Deutsche Bank Trust Company Americas, as Acquisition Fund Agent (the "Acquisition Fund Agreement"). The Lease and the Acquisition Fund Agreement are collectively referred to in this letter as the Leasing Agreements.

Based on such review, we are of the opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") legally existing under the Constitution and the laws of the State.

2. The Leasing Agreements have been duly authorized, executed and delivered by Lessee, pursuant to constitutional and statutory provisions that authorize their approval, execution and delivery.

3. The Leasing Agreements are legal, valid and binding obligations of Lessee, enforceable in accordance with their terms.

4. The Lessee complied with all applicable public bidding requirements when it selected the Lessor.

5. To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Leasing Agreements.

6. No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Lessee of the Leasing Agreements, the transactions contemplated thereby, or if any such approval is required it has been obtained.

7. The entering into and performance of the Leasing Agreements will not violate any judgment, order, law, or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment subject to the Lease pursuant to any instrument to which the Lessee is a party or by which it or its asset may be bound.

The opinions expressed in this letter are generally qualified as follows:

(a) All opinions relating to enforceability with respect to the Lessee are subject to and limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, in each case relating to or affecting the enforcement of creditors' rights, generally, and equitable principles that may affect remedies or injunctive or other equitable relief.

(b) All opinions are predicted upon present laws, facts and circumstances and we assume no affirmative obligation to update the opinions if such laws, facts or circumstances change after the date of this opinion.

(c) Our opinions do not pertain to any law other than the laws of the State and the laws of the United States.

(d) The opinions expressed in this letter are for the sole benefit of the Lessor and its purchasers and assignees and no other individual or entity may rely upon them without our prior approval or acknowledgement.

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 _____, 2016, between Banc of America Public Capital Corp, as Lessor, and Miami-Dade County, Florida, 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:
Miami-Dade County, Florida

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT F

[RESERVED]

EXHIBIT G
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 Miami-Dade County, Florida (*"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: MIAMI-DADE COUNTY, FLORIDA
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

EXHIBIT H

Form of Acquisition Fund and Account Control Agreement

This Acquisition Fund and Account Control Agreement (this "Agreement"), dated as of _____, 2016, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Lessee") and _____, a _____ (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of _____, 2016 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 Miami-Dade County, Florida "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 Florida law.

(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, as follows: (1) if any funds remain, to 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. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Acquisition Fund Custodian is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Acquisition Fund Custodian. Accordingly, each of the parties agree to provide to the Acquisition Fund Custodian, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Acquisition Fund Custodian to comply with Applicable Law.

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: Miami-Dade County, Florida
200 NW 1st Street
Miami, FL 32118
Attn: Facilities and Utilities Division Management
Fax: (305) 375-3914

If to Acquisition Fund Custodian: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____

[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

By: _____

Name: _____

Title: _____

Miami-Dade County, Florida,
as Lessee

By: _____

Name: _____

Title: _____

_____,
As Acquisition Fund Custodian

By: _____

Name: _____

Title: _____

Approved as to Form and Legal Sufficiency:

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 _____, 2016, by and between Banc of America Public Capital Corp, as Lessor and Miami-Dade County, Florida, 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 _____, 2016 (the "Acquisition Fund and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), Miami-Dade County, Florida ("Lessee") and _____, (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: _____

MIAMI-DADE COUNTY, FLORIDA

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: