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

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 489.145, Florida Statutes, a Guaranteed Energy, Water and Wastewater Performance Savings Contract and service agreement with Honeywell, International Inc. in the amount of $9,991,256.00; authorizing County Mayor to enter into a third-party financing agreement in an amount not to exceed $10,796,856.00 to implement energy conservation measures at Miami-Dade Fire Rescue Headquarters and 39 Fire Stations, subject to certain conditions; authorizing a designated purchase pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board Members present for the direct purchase of two generators in an amount not to exceed $793,600.00; authorizing County Mayor to execute all aforementioned agreements on behalf of Miami-Dade County and to exercise all provisions contained therein

Resolution No. R-681-21

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.

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Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving an Energy Savings Performance Contract with Honeywell, International Inc. to Implement Energy Conservation Measures at Miami-Dade Fire Rescue Headquarters and Stations

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt, pursuant to section 489.145, Florida Statutes, the attached resolution approving and authorizing the County Mayor or the County Mayor's designee to execute an Energy Savings Performance Contract and Service Agreement (Energy Agreement) with Honeywell, International, Inc. (Honeywell) for $9,991,256.00 and a third-party financing agreement in an amount not to exceed $10,796,856.00 (Financing Agreement) to implement energy conservation measures at Miami-Dade Fire Rescue (MDFR) Headquarters and 39 fire stations. This Energy Agreement will reduce the Department's annual electrical consumption by 37%, save approximately 1.9 million gallons of water per year, and reduce total utility expenditures by 33%, saving $327,728 each year while being "budget neutral."

Additionally, it is also recommended that the Board approve a designated purchase, pursuant to section 2-8.1(b)(3) of the County Code, by a two-thirds vote of the Board members present, to authorize the direct purchase from PowerSecure, Inc. of two, new natural gas powered generators for the MDFR Headquarters & Emergency Operations Center for $793,600.00 on a tax-exempt basis. The designated purchase is consistent with this Board's policy set forth in section 2-10.7 of the County Code that the County maximize its sales tax exemption and benefits.

Scope

The impact of this agenda item is countywide in nature as it relates to numerous facilities throughout the County.

Delegation of Authority

In addition to the authority to execute and exercise all provisions contained in the Energy Agreement, and the agreement for the purchase the two generators, the County Mayor or the County Mayor's designee is authorized to (i) enter into a Financing Agreement and ancillary agreements, such as a lease purchase agreement and escrow agreement, with a third-party institution at terms favorable to the County that is consistent with past energy savings contracts approved by the County and following review and approval by the County Attorney's Office; (ii) approve project financing terms in accordance with the cash flows and schedules contained in Schedule O of the contract with Honeywell; (iii) determine substantial completion of projects; and (iv) approve modifications to the Energy Agreement's project

scope of work, as long as those changes do not exceed the total project cost approved by the Board, uphold the Energy Agreement's compliance with section 489.145, Florida Statutes, which govern and regulate the energy performance contracts by governmental entities in the State, and do not violate the terms of the Financing Agreement. This latter authority is required to provide staff with the flexibility to address material issues, so long as the project cost is not exceeded.

Fiscal Impact/Funding Source
Guaranteed energy performance contracts are designed to be "budget neutral," as all costs associated with the project will be covered by energy and operational cost savings guaranteed by the contractor- in this case, Honeywell Although Honeywell guarantees the County savings of $19,214,187.00 over the 20-year term following the implementation period, the estimated savings to the County are higher at $20,325,120.00. These savings will be used to cover lease payments and third-party financing costs for the Financing Agreement, approximately $13.7 million over 20 years, and various maintenance, warranty and performance measurement expenses with a total amount not to exceed $19,214,186.00. After 20 years, the energy savings will continue but the payments associated with the Financing Agreement end.

Track Record/Monitor
MDFR Assistant Director Scott Mendelsberg will monitor and manage the project.

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the contractor's responsibility including verifying corporate stature and that no performance or *compliance* issues exist. The following searches reveal no adverse findings for the firm; Small Business Development (SBD) database, convicted vendors, delinquent contactors, suspended vendors, and federal excluded parties list.

Background
On April 25, 2018, the County received an unsolicited proposal from BioStar Renewables LLC, to provide a commercial grade energy audit at MDFR facilities, periodic sustainability reports, and additional project services as recommended in the energy audit. The unsolicited proposal was evaluated pursuant to section 2-8.2.6 of the County Code and section 255.065, Florida Statutes that governs public-private partnerships (P3) and unsolicited proposals. At the conclusion of the unsolicited proposal evaluation period, MDFR recommended, and the Board ultimately approved via Resolution No. R-1141-18 on November 8, 2018, the publication of a competitive solicitation as a non-P3 qualifying project in order to consider alternative energy efficiency measures and negotiate terms most beneficial to MDFR. Energy saving solicitations are issued in accordance with section 489.145, Florida Statutes which mandates that the selection of an energy performance savings contractor complies with section 287.055, Florida Statutes for professional services.

Efforts made by MDFR to reduce energy consumption prior to the receipt of the unsolicited proposal included Siemens Building Technologies completion of energy performance audits

of the headquarters building in 2002 and fire stations in 2003, and the implementation of an energy conservation performance program in 2003 (final MDFR payment made in 2018). Pursuant to Resolution No. R-795-12, the County is committed to reducing energy consumption from 2009 levels by 20 percent by 2020.

Around the same time as the Board's resolution to publish the unsolicited proposal, on October 2, 2018, the Board adopted Resolution No. R-1031-18, Energy, Water and Wastewater Performance Contracting, which directed the County Mayor or Mayor's designee to: (1) issue a solicitation to establish a pool of contractors qualified to enter into guaranteed energy, water or wastewater performance savings contracts with Miami-Dade County; and (2) provide an implementation plan for inclusion of Efficiency and Conservation Measures (ECM) for County facilities to enter into guaranteed performance savings contracts no later than August 1, 2020. To establish the most efficient, consistent and transparent method of procuring performance contracting services by the County, the Internal Services Department (ISD) Strategic Procurement Division developed a new Technical Certification category pursuant to Administrative Order (A.O.) 3-39. The new Technical Certification category was used to establish an open pool or list of prequalified firms to effectuate the direction of Resolution No. R-1031-18.

On May 22, 2019, ISD advertised a solicitation to all of the aforementioned prequalified Energy Service Companies for a Comprehensive Investment Grade Audit (IGA) for Energy Savings and Guaranteed Energy Savings Contract at Miami-Dade Fire Rescue facilities. Honeywell was the highest ranked firm and was recommended by the selection committee.

Following negotiations, Honeywell agreed to perform the IGA at a cost of $1.00. Specifically, if the audit results presented opportunities for energy savings but the County did not enter into a Guaranteed Energy Savings Contract with Honeywell, then the County would have to pay Honeywell $1.00. Honeywell performed the comprehensive IGA over a period of approximately 9 months in collaboration with MDFR. Honeywell evaluated 39 fire stations and the Headquarters complex, which includes the MDFR Training Center. MDFR currently has a major capital program underway to design and rebuild nine fire stations in the near future, and more will likely be replaced in the following decade, therefore stations likely to be rebuilt in the next two decades were not included. The reason that not every fire station was evaluated is due to the 20-year time frame for payback.

The projects will be completed over a 15-month period to commence once the appropriate third-party financing is in place and a notice to proceed is issued. The energy savings focus on improved lighting, water conservation, weatherization and Heat/Ventilation/Air Conditioning systems upgrades.

The multi-step process used to analyze these systems began with gathering facility information, such as original construction documents, which we then supplemented by field observations of the as-installed conditions. This data was input into computer analysis programs 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 the 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.

Specific energy conservation measures to be installed by Honeywell and a description of the facilities are included in Schedule A of the attached contract. Energy Conservation Measures (ECM) to be implemented at the Headquarters Complex include LED lighting retrofits, water conservation, chiller plant replacement, building automation systems, HVAC replacements and ductwork, and other efficiencies. **Implementation of these ECMs will reduce annual electrical consumption at the HQ complex by 50% and energy cost by 41%.**

MDFR will also be replacing the both 50-year-old diesel generators that provide back-up power to MDFR Headquarters and Emergency Operations Center. MDFR will utilize new natural gas lines, installed by Florida City Gas, for primary back-up fuel and have on site propane for a secondary supply. Honeywell will install the new propane lines from the existing MDFR propane tank to the new generators.

The generator replacement project is part of the Guaranteed Energy Performance Contract and the generator units identified by Honeywell are the preferred solution for this portion of the work. The units are the correct size, possess duel fuel capability, and include a comprehensive ten year warranty period. Honeywell has researched the potential alternative generators and the selected units were chosen as the best solution. Due to the specific nature of the required power alternatives and the guarantee by Honeywell, competitively purchasing the generators is not practicable. Therefore it is recommended and in the best interest of the County that the County purchase these generators directly from the manufacturer, avoiding sales taxes and reducing the cost to MDFR by almost $50,000.

Thirty-nine (39) Fire Stations will receive energy conservation upgrades in areas such as LED lighting, building envelope and weatherization. Water conservation improvements will be made at 38 locations, and HVAC optimization at 25 locations. When combined with MDFR HQ, the department will reduce **annual electrical consumption by 37%. The project will save approximately 1.9 million gallons of water per year, and reduce total utility expenditures by 33%, saving $327,728 each year.**

To obtain the third-party financing, Honeywell solicited quotes from banks to provide the County with the most favorable financing terms to fund the project. The County will enter financing directly with a bank. This third-party financing arrangement is effectuated through a lease purchase agreement, with all financing costs to be funded from the operational and

energy cost savings guaranteed by Honeywell. The third-party financing costs will be included in the payments made by the County pursuant to the lease purchase agreement.

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 with the exception of the out-of-pocket cost for the new generators at the MDFR Headquarters/EOC Complex, is guaranteed to be fully repaid from operational, capital cost avoidance and energy savings.

The aforementioned energy savings projects are only the beginning of the MDFR Go Green Initiative. The department is in the process of obtaining an electric fire truck, and will be installing solar panels as part of the construction of the new Dolphin Fire Rescue Station 68. All designs for new stations and future rebuilds will incorporate solar, and for existing stations MDFR will be part of the countywide solar program under development by ISD.

Although there were no contract measures or small business participation goals, this contract has achieved a small business participation rate of 14%, with Honeywell signing more than $1.4 million of contracts with County certified SBE firms. Honeywell has submitted documentation to the Small Business Development Division, which has been verified by SBD administration. Honeywell is also specifically obligated under the Energy Agreement to pay responsible wages and benefits as required pursuant to section 2-11.16 of the County Code.

Attachment

J.D. Patterson
Chief Public Safety Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

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 present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
____✓____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved Daniella Levine Cava Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)
7-20-21

RESOLUTION NO. R-681-21

RESOLUTION APPROVING, PURSUANT TO SECTION 489.145, FLORIDA STATUTES, A GUARANTEED ENERGY, WATER AND WASTEWATER PERFORMANCE SAVINGS CONTRACT AND SERVICE AGREEMENT WITH HONEYWELL, INTERNATIONAL INC. IN THE AMOUNT OF $9,991,256.00; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO ENTER INTO A THIRD-PARTY FINANCING AGREEMENT IN AN AMOUNT NOT TO EXCEED $10,796,856.00 TO IMPLEMENT ENERGY CONSERVATION MEASURES AT MIAMI-DADE FIRE RESCUE HEADQUARTERS AND 39 FIRE STATIONS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT FOR THE DIRECT PURCHASE OF TWO GENERATORS IN AN AMOUNT NOT TO EXCEED $793,600.00; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL AFOREMENTIONED AGREEMENTS ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board wishes to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board approves a Guaranteed Energy, Water and Wastewater Performance Savings Contract (the "Energy Agreement") between Honeywell International, Inc. and the County, in substantially the form attached hereto and made a part hereof, for purpose of implementing energy and water conservation measures for the Miami-Dade Fire Rescue Headquarters Complex and thirty-nine fire stations, and which provides for the installation and

monitoring of energy savings equipment at such locations in an amount not to exceed $9,991,256.00 ("contract price").

Section 2. This Board authorizes the County Mayor or County Mayor's designee to (i) enter into financing agreements, such as a lease purchase agreement and escrow agreement, with a third-party institution in an amount not to exceed $10,796,856.00 at terms favorable to the County that is consistent with past energy savings contracts approved by the County and following review and approval by the County Attorney's Office; (ii) approve project financing terms in accordance with the cash flows and schedules contained in Schedule O of the contract with Honeywell; (iii) determine substantial completion of projects; and (iv) approve modifications to the Energy Agreement's scope of work, as long as those changes comply with the requirements of section 489.145, Florida Statutes, do not exceed the contract price, and do not violate the terms of the third-party financing agreement.

Section 3. This Board finds it is in the best interest of Miami-Dade County to approve and hereby authorizes a designated purchase, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, of two generators as a tax-exempt, direct purchase from PowerSecure, Inc. in an amount not to exceed $793,600.00 ("Direct Purchase"), for the reasons stated in the accompanying memorandum.

Section 4. This Board authorizes the County Mayor or Mayor's designee to execute the Energy Agreement, the financing agreements contemplated by section 2 of this resolution, and the agreement for the Direct Purchase and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	**aye**		
Oliver G. Gilbert, III, Vice-Chairman	**aye**		
Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS CONTRACT

By and Between

Honeywell International Inc.

and

Miami-Dade County

Fire Rescue Department

June 17, 2021

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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 300 South Tryon Street, Charlotte, North Carolina 28202, and Miami-Dade County, Florida ("County" or "MDFR") 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, the County issued a Notice to Professional Consultants ("NTPC") on May 22, 2019, announcing that Miami-Dade Fire Rescue ("MDFR") was seeking a qualified Consultant to perform a comprehensive Investment Grade Audit for Energy, Water and Wastewater Savings for MDFR to allow the County to determine the feasibility of entering into a Guaranteed Energy Savings Performance Contract to provide for the installation and implementation of Energy Conservation Measures at specified fire stations and facilities; and

WHEREAS, County selected Company to perform the comprehensive Investment Grade Audit for Energy, Water and Wastewater Savings for MDFR, and the County and Company entered into a Professional Services Agreement for a Comprehensive Investment Grade Audit for Energy, Water, and Wastewater Savings for MDFR dated May 28, 2020; and

WHEREAS, Company performed the Investment Grade Audit and provided to County a Comprehensive Investment Grade Audit for Energy, Water, and Wastewater Savings for MDFR dated March 5, 2021; 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 Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act ("Act"); and

WHEREAS, Honeywell gives 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 DEFINITION

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

"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**" or "Base Year" is the description that defines the Baseline Usage and Energy Costs of 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 April 2019 to March 2020. To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedules C, J, and K, and in Exhibits 2, 3, and 4.

"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" is 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.

"**Change Order**" is defined as a written document signed by County and Company authorizing (1) a change in the scope of the Work, (2) a change to the Construction and Installation Schedule (Schedule G); or (3) an adjustment upwards or downwards in the Price as a result of the necessity to the aforementioned items 1 or 2.

"**Commencement Date**" of the Guarantee or Performance Period 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 Company has achieved Final Project Acceptance following the County's inspection and acceptance of all Equipment and Systems and ECM installations and confirming the proper operation thereof as evidenced by an executed Certificate of Acceptance as set forth in Schedule P.

"Commissioning Phase or **Period"** The phase, before Final Project Acceptance, when (1) the functional ability of the installed Equipment and Systems, and/or modified Equipment and 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.

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

"**Conservation Measure**" or "**CM**" means each of the facility alterations or Equipment and Systems 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.

"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 County for each single specific ECM vs. the time of Final Project Acceptance.

"**Contract Price**" shall mean $9,991,256 (Nine Million Nine Hundred Ninety-One Thousand Two Hundred Fifty Six Dollars).

"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.

"Cost Avoidance" means the difference between the actual cost incurred during a selected time period versus what the cost would have been had the ECM not been implemented, including without limitation avoided, defrayed, or reallocated costs.

"**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.

"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.

"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 Conservation Measure**" or "**ECM**" means each of the facility alterations or Equipment and Systems 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.

"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 and any other energy consuming devices.

"Equipment and Systems" means all items of property described in the Schedule A (Energy Conservation Measures to Be Installed by Company and Description of Facilities) and those described in Schedule X, as well as 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.

"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. guidelines is on choosing the maintenance and verification option and method most appropriate for specific projects.

"Financing Agreement" refers to that document executed between the County and a third-party financing entity providing for payments from the County to third-party financing entity.

"Final Project Acceptance" refers to the County 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 (can also be referred to as the Commencement Date) and ending on the day prior to the first (1st) anniversary thereof.

"Fiscal Year" means the annual period from October 1st through September 30th.

"**Force Majeure Event(s)**" is defined in section 19.12 of this Contract.

"**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 the County in each Guarantee Year.

"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 Term" shall have the meaning as defined in Section 2.1 of Schedule C.

"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 Guarantee Term.

"Guaranteed Savings" are defined in Section 6.1 of Schedule C.

"**Guarantee Savings Reconciliation Report**" is defined as a written documentation setting forth, in detail the Annual Reconciliation for each Guarantee Year.

"Interim Period" means the period from the date the contract is signed until the Commencement Date.

"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.

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

"Maintenance" is defined as tasks and procedures necessary to keep the equipment function and operation to manufacturer and project specifications for the term of the Guarantee unless otherwise provided in the Agreement.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified and is set forth in Schedule V.

"**M&V Support Services**" is defined as those services provided by the Company pursuant to the M&V Plan.

"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 V. Also known as the "Guarantee Period" or "Performance Period".

"Non-Appropriation" means the failure of an appropriation or availability of the Governing body of the County 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.

"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 Equipment and Systems, 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 and Systems.

"**Operation and Maintenance Manuals**" or "**O & M Manuals**" is defined as the full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the ECMs.

"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 Systems that were contracted to be installed have been installed; and
The installed Equipment and Systems 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 and Systems 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 and Systems. Performance verification techniques involve engineering calculations with metering and monitoring for verifying that:

The installed Equipment and 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 Guarantee 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 and Systems may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or Equipment and Systems 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.

"Parties" means both the County and the Company collectively.

"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 the County'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 the County pursuant to the Financing Agreement; and (ii) the payments required to be made by the County 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 Cost Savings.

"Savings Calculation Formula" means the Company's Savings Calculation Formula reflected on Schedule F.

"**Savings Shortfall"** is defined, for any Guarantee Year, the amount by which the Total Guarantee Year Savings is less than the Guaranteed Savings required for that Guarantee Year.

"Support Services" is defined as the services to be provided by Honeywell and described in Schedule C and in Schedule K.

"Term" means the term of this Contract as set forth in Section 3 of this Contract.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy Costs and Operational Costs realized by Facilities in each Guarantee Year as set forth in Schedule C and Schedule O.

"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. This Contract contains 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) twenty (20) 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 (Energy Conservation Measures to Be Installed by Company and Description of Facilities). 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 Facilities or their operating systems and so as to conform to all of the terms and conditions of this Contract and the schedules and exhibits attached hereto, including but not limited 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 Facilities 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 or condition of the Facilities or its operating system is or will be harmed. All costs associated with such corrective action shall be borne by Company.

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

(d) Company shall perform all Work in accordance with applicable federal, state, and County laws and requirements applying to the Work performed under this Contract, including but not limited to the payment of responsible wages and benefits as required pursuant to section 2-11.16 of the Code of Miami-Dade County, Florida.

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 acceptance of ECM pursuant to Schedule P (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 then, 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. For each of the ECMs or Equipment and Systems that are installed in accordance with the terms of this Contract such that the Work associated with the particular ECM or Equipment and Systems is considered completed, the County will provide the Company Schedule P (Certificate of Acceptance of ECM). Company shall provide the County certificates of title for the Work once Company has received final payment.

(b) The Parties intend that a 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 and prior to the Commencement Date. 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 and Systems, to the extent

described in the County's Responsibilities as indicated in Schedule J. Failure by the Company to use the appropriate technical requirements as identified in Schedule A (Energy Conservation Measures to be Installed by Company and Description of Facilities) will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure of the Company to complete the required duties as outlined 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 report and Guarantee Savings Reconciliation Report calculated in accordance with Schedule F (Savings Calculation Formula).

(c) Company shall also furnish the County with Operation and Maintenance 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 as of the date of termination.

(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 Company, 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) The Company shall comply with the Public Records Laws of the State of Florida as set forth in Chapter 119 of the Florida Statutes, including but not limited to: (1) keeping and maintaining all public records required by the County to perform the service; (2) upon request from the County's custodian of public records, providing the County with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Company does not transfer the records to the County; (4) upon completion of the Contract, transferring, at no cost, to the County all public records in possession of the Company or keeping and maintaining public records required by the County to perform the service. If the Company transfers all public records to the County upon completion of the contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Contract, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County. Failure to meet any of these requirements or to comply with Florida Public Records Laws as applicable shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade Fire Rescue
Attn: Records & Resources Bureau
9300 NW 41st Street, Room 122
Doral, FL 33178
MDFRPublicrecords@miamidade.gov
Phone: 786-331-4902

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 any written request from Company asking for County's acceptance of the ECM. Company shall provide training with respect to updated or altered Equipment and Systems, 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, any other permits or licenses, and approvals as may be required for installation of the ECMs and for the performance of its obligations hereunder. The County, in its proprietary capacity, shall cooperate with Company in obtaining all such permits and approvals, provided that the County's cooperation shall not require the County to incur costs, or make any payments beyond the Contract Price. The Equipment and Systems and the operation of the Equipment and Systems 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 4.7 Change Orders.

In light of the large scale of the Work to be performed by the Company, the County may determine that the installation will be conducted in phases containing particular ECMs. The Parties agree that the County may phase installation of the ECMs over time through Change Orders to the Contract. Any such Change Orders shall include, but not be limited to, a change, as applicable, to the scope of Work, Construction and Installation Schedule (Exhibit G), the payment schedule (Schedule D and Exhibit 1), Measurement and Verification Plan (Schedule V) and Savings Guarantee (Schedule C).

Section 4.8 Inspector General Reviews/Audit & Compliance.

(a) Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (**"IPSIG"**), whenever the County deems it appropriate to do so. Upon thirty days written notice from the County, the Company shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Company's prices be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to Company, its successors and assigns, and any subcontractors. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Company in connection with, and as and when provided under, this Contract.

(b) Miami-Dade County Inspector General Review. According to Section 2-1076 of the Miami-Dade County Code of Ordinances, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total Contract Price which cost shall be included in the total Contract Price. The audit cost shall be assumed by the County, and the Company shall have no liability, therefore.

(c) Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is

authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to the Company. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Contract. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Company, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of the Company, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract and to detect fraud and corruption.

(d) Subject to all applicable Laws and the terms and conditions herein, upon written notice to the Company from the Inspector General or IPSIG retained by the Inspector General, the Company shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to the Company, to the extent such records and documents do not contain confidential or proprietary information of Honeywell. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to the Company, copy all such documents and records in the Company's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract. In no event will these provisions be interpreted to provide the County any rights over and above those mandated in the foregoing Code and ordinance.

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 sum of the costs: (1) of the Energy Conservation Measures; (2) associated with the Financing Agreement (financing costs); and (3) of the Support Services; and will meet or exceed 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 measured savings over and above the Guaranteed Savings that are included in the reconciliation process are subject to agreement by the County (which will not be unreasonably withheld), 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 Savings 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 Savings 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 Deliverables) 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, and standards of comfort, as set forth in Schedules C, F, H, I and K and the Measurement and Verification Plan set forth and presented in Schedule K and Schedule V. Company will ensure that the reported Cost Avoidance/Savings have in fact been achieved 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), and as applicable, 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 Guarantee Savings Reconciliation Report of the Cost Savings annually. Within sixty (60) days of the expiration of each Guarantee Year, Company will deliver to County's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such prior Guarantee Year, reflecting the amount of Guaranteed Savings for the applicable year 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 County a corrected Guarantee Savings 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 Guarantee Savings Reconciliation 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 Savings Shortfalls: If the annual Guarantee Savings Reconciliation Report reveals a Savings Shortfall in guaranteed Cost Savings, Company is liable for such Savings Shortfall and shall pay to County the amount of the Savings Shortfall. County shall submit to Company a written statement as to the amount of the shortfall (County Shortfall Payment Demand) to the extent shown in the Guarantee Savings 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 County within 45 days after demand therefore, County may offset the amount due against payments required under Schedule D.

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 and Company and the County each agree to abide therewith as applicable. In the event County fails to make payment within the time frames specified in chapter 218, Florida Statutes pertaining to prompt payment following the receipt of a proper invoice, County shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to and in accordance with chapter 218, Florida Statutes.

The Compensation set forth in Attachment D is based upon laws, codes and regulations in existence as of the date of execution of this Contract. Any needed or requested changes in or to the Scope of Work resulting from a change in applicable laws, codes and regulations affecting the cost of the Work and/or schedule shall be mutually agreed to by the Parties. Company reserves the right, in its discretion, to request a Change Order to increase the Contract Price in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Company used to determine such Contract Price. The County shall not unreasonably withhold, condition or delay its consent to such a request for a Change Order.

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 and the County shall thereafter have a right to terminate this Contract for convenience without any liability or obligations on behalf of the County to 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.

Section 5.6 Current Expense. County's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and are not and shall not be construed to be a 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 the Baseline, the expenses that the County would have incurred had the project not been implemented. The Parties agree that the Baseline has been 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 Schedule V.

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 and the County's obligations with respect thereto are 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 to Company 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.

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

Section 6.4. Reserved.

Section 6.5 Reserved.

Section 6.6 No Waiver of Sovereign Immunity. Regulatory Powers or Police Powers. Nothing herein shall be construed as waiving the sovereign immunity of the County, the State of Florida or any agency or instrumentality thereof. Nothing herein shall be construed as a limitation on the County's right to regulate, or to otherwise exercise its police powers to the full extent of the law, including but not limited to, rights and powers related to the building code, fire code, water and sewer regulations, and/or environmental regulation. This Contract shall in no way estop the County from withholding or refusing to issue any permits or approvals of applications for building, zoning, planning or development under applicable laws and regulations.

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 with any available, appropriated funds.

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 7.5 Termination for Convenience of the County or for Non-Appropriation. The County may, at any time, terminate this Contract for its convenience and for any reason whatsoever or for non-appropriation upon sixty days written notice to Company. Upon receipt of such notice, Company shall immediately cease all Work and shall cease the further ordering of any and all Equipment and Systems that have not yet been ordered and shall use reasonable, diligent and good faith efforts to return any and all Equipment and Systems that have not yet been installed or incorporated into the Work. Within thirty (30) days of the effective date of such termination, the County shall pay to Company any payments and other amounts that are due and owing and that have not been paid with respect to this Contract, including but not limited to, with respect to all Work that is in place or any Equipment and Systems that may have been ordered but not installed and which could not be returned despite Company's diligent, good faith efforts, any restocking fees, transportation fees, or any other costs incurred by Company as a result of the termination of this Contract.

SECTION 8 WARRANTIES

Section 8.1 Equipment and Systems Warranties. Company covenants and agrees that all materials and Equipment and Systems to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original Equipment and Systems manufacturer (OEM) written warranties covering all parts and Equipment and Systems 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 and Systems 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 and Systems 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 and Systems manufacturer's warranties, which are the responsibility of the OEM and not the Company, Company warrants that all such Equipment and Systems 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 and Systems 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 and Systems 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 and Systems 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 Systems and materials furnished pursuant to this Contract. The warranties are more specifically set forth in Schedule A.

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 SYSTEMS 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 or Honeywell shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Company or its employees, agents, servants, partners principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9.2 Indemnification by County. The Parties agree that Company shall not be responsible for damages resulting from County's negligence. The County does hereby agree to indemnify and hold harmless the Company to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Company from any liability or claim arising out of the negligent performance or failure of performance of the Company or any unrelated third party.

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. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT WILL IN NO CASE EXCEED THE TOTAL COMPENSATION ESTABLISHED FOR THE WORK SET FORTH IN SCHEDULE D.

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 6.

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 and Systems; 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 Systems 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 and Systems, 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 and Systems 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 non-infringing. (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 AND SYSTEMS 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 an 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 responsibilities in accordance with Schedule J (County's Responsibilities), or that County has made any other material changes, including a change in manner of use, hours of operation for the Equipment and Systems, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of Equipment and Systems 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 and Systems 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. Company shall furnish Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's compensation insurance for all employees as required by Florida Statute 440.
B. Commercial General Liability to include Products/completed operations in an amount not less than $1,000,000 per occurrence $2,000,000 in the aggregate. Miami-Dade shall be included as an additional insured
C. Automobile Liability insurance for all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit
D. Umbrella or excess liability insurance in an amount not less than $2,000,000 per occurrence $4,000,000 per policy aggregate. Company reserves the right to provide the Umbrella Liability coverage requirements by increasing its Commercial General Liability limits.
E. Professional Liability for a minimum of $2,000,000 per claim $4,000,000 aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Prior to commencement of work under this Contract, Company will be required to provide County with current certificates of insurance specified above.

Company shall provide at least thirty (30) days' prior written notice 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 and Systems 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 [Reserved]

SECTION 13 BOND

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

(a) Payment and Performance Bond: At least ten (10) days before Company anticipates the County's issuance of the notice to proceed for the installation, construction and retrofit of the Work (including prior to the purchase of any Equipment and Systems), Company shall execute and furnish the County and record in the public records of the County, a payment and performance bond in the amount of the Contract Price and in accordance with the provisions of section 13.2 below.

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 are a project cost and are included in the Contract Price.

(b) Company shall and its bonds shall comply with § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No Work shall commence, no Equipment and Systems shall be purchased and 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, including all Schedules, 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, which approval shall not be unreasonably withheld, conditioned or delayed. 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 DISPUTE RESOLUTION

County and Company agree that any dispute between them relating to this Contract will first be submitted, by written notice, to a designated representative of both County and Company who will meet at County's place of business or other mutually agreeable location, or by telephone or video conference, and confer in an effort to resolve such dispute. In the event the representatives are unable to resolve the dispute within ten (10) days after submission to them, either Party may institute a legal or equitable proceeding in order to resolve the dispute.

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach thereof, shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action between the Parties relating to this Contract shall be in Miami-Dade County, Florida, and any action to determine the rights and obligations of the Parties hereto shall be brought in the courts of the State of Florida.

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 in the County's possession relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by Company and it will use reasonable, diligent efforts to ensure that 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.

(c) the Chief Financial Officer of Miami-Dade County Fire and Rescue has determined that it is appropriate to allow capital cost avoidance in the amount of $2,593,000 to be fully stipulated and agreed upon by the parties involved to enable the savings to meet or exceed total annual contract payments made by the County for this Contract.

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 any 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: Alfred Guerrero, 9315 NW 112th Ave., Miami, Florida 33178

TO COUNTY: Miami-Dade County – Attention: Scott Mendelsberg – Chief Financial Officer – 9300 NW 41st Street Miami, Florida 33178

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 of this Contract following any 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 Delays Caused by The County and 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); pandemics or epidemics; 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 County of the abatement or cessation of such cause.

Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Company shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Company's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

In the event of a delay caused by County or a delay outside of Honeywell's control including but not limited to delays associated with the natural gas pipeline installation, performance times shall be extended for a period of time equivalent to the time lost because of any such delay.

Section 19.13 Tax-Related Cooperation. County agrees to execute any documents and to provide additional reasonable cooperation to Company related to Company tax filings under Internal Revenue Code Section 179D. Company will be designated the sole Section 179D (or any amendment thereof or replacement legislation) beneficiary.

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 COUNTY 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. COUNTY 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) COUNTY 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 COUNTY'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. COUNTY 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.

Section 19.17 County retains all rights that it already holds in data and other information that County or persons acting on its behalf input, upload, transfer, or make accessible in relation to, or which is collected from County's devices or equipment pursuant to this Contract ("Input Data"). Company and its affiliates have the right to collect, retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop any products or services. Company and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify County. Any County Personal Data contained within Input Data shall only be used or processed in accordance with applicable law and any data privacy terms agreed upon by the Parties. To the extent required by Company in order to perform its obligations under this Contract, County will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Contract. All information, analysis, insights, inventions and algorithms derived from Input Data by or on behalf of Company and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Company and are Company's confidential information. This Section survives expiration or termination of this Contract and shall apply notwithstanding any other provision of this Contract or any other agreement.

Section 19.18 Verification of Employment Eligibility (E-Verify). By entering into this Contract, the Company becomes obligated to comply with the provisions of section 448.061, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract may be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employees must enroll in the E-Verify system (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

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:	**COUNTY**:
By: _____	By: _____
[Signature]	[Signature]
Title: Regional Sales Manager	Title: _____
Date: 6/17/2021	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), 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 1-12 below.

Facility Name:	**Headquarters Complex**
Address:	**9300 NW 41st St.**
Owned by the MDFR or Leased:	**Owned**

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
5		Chiller Plant Replacements/Optimization	25 years
6		Air Handling Unit VFDs	20 years
7		Removed from Scope	
8a		Pool Pump VFD and Smart Controller	20 years
8b		On site Sodium Hypochlorite for Pool	20 years
9		Building Automation Systems	20 years
10		Headquarters Generators Replacement	30 years
12		HVAC Replace Fan-coils and OA Ductwork	20 years

Facility Name:	Station #2 – Model Cities	
Address:	6460 NW 27th Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #3 – Tropical Park	
Address:	3911 SW 82nd Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #7 – West Little River	
Address:	9350 NW 22nd Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #10 – Sunny Isles	
Address:	175 172nd St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #13 – East Kendall
Address:	6000 SW 87th Ave.
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	Station #14 – South Miami
Address:	5860 SW 70th St.
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	**Station #15 – Key Biscayne**		
Address:	**2 Crandon Blvd.**		
Owned by the MDFR or Leased:	**Owned**		
Energy Conservation Measures to be installed at this facility:			
ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	**Station #16 – Homestead**		
Address:	**325 NW 2 St.**		
Owned by the MDFR or Leased:	**Owned**		
Energy Conservation Measures to be installed at this facility:			
ECM		**Description of Conservation Measure**	**Useful Life of the Equipment**
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	Station #24 – Kendall / Tamiami Airport	
Address:	14150 SW 127 St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #28 – Hialeah Gardens	
Address:	8790 NW 103rd St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #30 – Miami Shores	
Address:	9500 NE 2nd Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #32 – Uleta	
Address:	358 NE 168 St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	**Station #34 – Cutler Ridge**
Address:	**10850 SW 211th St.**
Owned by the MDFR or Leased:	**Owned**

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	**Station #39 – Port of Miami**
Address:	**641 Europe Way**
Owned by the MDFR or Leased:	**Owned**

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	Station #40 – West Miami	
Address:	975 SW 62nd Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #42 – Fisher Island	
Address:	65 Fisher Island Dr.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #43 – Richmond	
Address:	13390 SW 152nd St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #44 – Palm Springs North	
Address:	7700 NW 186th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #45 – Doral	
Address:	9710 NW 58th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #46 – Medley	
Address:	10200 NW 116th Way	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #47 – Westchester
Address:	9361 Coral Way
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:			
ECM		**Description of Conservation Measure**	**Useful Life of the Equipment**
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	Station #48 – Fontainebleau
Address:	8825 NW 18th Ter.
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:			
ECM		**Description of Conservation Measure**	**Useful Life of the Equipment**
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	Station #49 – Pinecrest	
Address:	10850 SW 57th Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #50 – Perrine	
Address:	9798 Hibiscus St. Palmetto Bay 33157	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #51 – Honey Hill	
Address:	4775 NW 199th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #52 – South Miami Heights	
Address:	12105 Quail Roost Dr.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	Station #53 – Turnpike
Address:	11600 SW Turnpike Highway
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	Station #54 – Bunche Park
Address:	15250 NW 27th Ave.
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	Station #55 – Saga Bay	
Address:	21501 SW 87th Ave.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #56 – West Sunset	
Address:	16250 SW 72nd St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years
4	DX Systems Rejuvenation	10 years

Facility Name:	**Station #57 – West Kendall**
Address:	**8501 SW 127th Ave.**
Owned by the MDFR or Leased:	**Owned**

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	**Station #58 – Tamiami**
Address:	**12700 SW 6th St.**
Owned by the MDFR or Leased:	**Owned**

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	Station #60 – Redland	
Address:	17605 SW 248th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years

Facility Name:	Station #61 – Trail	
Address:	15155 SW 10th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	**Station #64 – Miami Lakes West**		
Address:	**15325 NW 77 Court**		
Owned by the MDFR or Leased:	**Owned**		
Energy Conservation Measures to be installed at this facility:			
ECM		**Description of Conservation Measure**	**Useful Life of the Equipment**
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

Facility Name:	**Station #65 – East Homestead**		
Address:	**1350 SE 24th St.**		
Owned by the MDFR or Leased:	**Owned**		
Energy Conservation Measures to be installed at this facility:			
ECM		**Description of Conservation Measure**	**Useful Life of the Equipment**
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years

Facility Name:	Station #66 – Village of Homestead	
Address:	3100 SW 328th St.	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #69 – Doral North	
Address:	11151 NW 74th Street	
Owned by the MDFR or Leased:	Owned	
Energy Conservation Measures to be installed at this facility:		
ECM	Description of Conservation Measure	Useful Life of the Equipment
1	LED Lighting Retrofits	20 years
2	Building Envelope Weatherization	10 years
3	Water Conservation	20 years

Facility Name:	Station #70 – Coconut Palm
Address:	11451 SW 248 Street
Owned by the MDFR or Leased:	Owned

Energy Conservation Measures to be installed at this facility:

ECM		Description of Conservation Measure	Useful Life of the Equipment
1		LED Lighting Retrofits	20 years
2		Building Envelope Weatherization	10 years
3		Water Conservation	20 years
4		DX Systems Rejuvenation	10 years

SCHEDULE A SOW
PART 1 – PRODUCTS & EXECUTION
1. ECM-1 LED Lighting

Honeywell's lighting retrofit solution shall, in general, include LED replacements and re-lamp-re-ballast, de-lamp & reflector, new fixtures, conversion kits, occupancy sensor controls, and/or photocell controls. 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. Honeywell shall adhere to all federal, State of Florida and local (Miami-Dade County) laws and established industry standards pertaining to the following:

1.1.1. Hazardous Waste Disposal

1.1.2. National Electric Code

1.1.3. OSHA

1.1.4. Construction Safety Act

1.1.5. UL

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

1.3. Honeywell shall retrofit incandescent lighting systems with screw-in LED lamps as detailed in "Exhibit 2 Detailed Scopes of Work."

1.4. Honeywell shall retrofit metal Halide and HID fixtures with LED fixtures as detailed in "Exhibit 2 Detailed Scopes of Work."

1.5. Honeywell shall adjust light Levels in over lit areas to match Illuminating Engineering Society (IES) standards where applicable and appropriate.

1.6. Honeywell shall adjust lighting levels in under lit areas identified below to match IES Standards. Honeywell shall have no obligation to increase lighting levels at other areas within the project scope other than identified in the table below.

Table 1 – Underlit areas that will have light levels increased

Building Name	Location	Building Name	Location
Station #2	Truck Bay 1	**Station #47**	Truck Bay 1
Station #3	Truck Bay	**Station #50**	Bay 015
Station #7	Truck Bay 1	**Station #52**	Bay 21
Station #13	Truck Bay 024	**Station #53**	Truck Bay 1
Station #13	Work Bay 112-114	**Station #54**	Bay 013
Station #28	Truck Bay 1	**Station #56**	Truck Bay 124
Station #30	Truck Bay 1	**Station #57**	Truck Bay 1
Station #34	Bay 38	**Station #58**	Truck Bay
Station #43	Bay 6	**Station #61**	Truck Bay 126
Station #46	Truck Bay 1	**Station #69**	Truck Bays 142

1.7. Honeywell shall not replace any lenses or diffusers on any retrofitted fixtures unless fixture is targeted for replacement and specifically noted in "Exhibit 2, Detailed Scopes of Work."

1.8. MDFR Responsibilities

1.8.1. Honeywell assumes that the existing electrical wiring, the grounding, and 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 MDFR. Any needed repairs are not an obligation of Honeywell.

1.8.2. MDFR agrees to provide access to areas that require restricted access permits, and/or specialized escorts.

1.8.3. Honeywell shall have no obligation to repair or replace 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) under this this contract.

1.9. Warranty

1.9.1. Honeywell shall provide a one (1) year materials and workmanship warranty beginning on date of ECM acceptance. Any original Equipment and Systems manufacturer (OEM) warranties that extend beyond Honeywell's one (1) year limited warranty shall be handled direct between the MDFR and the OEM.

1.9.2. Honeywell shall ensure that products for this ECM have a manufacturer's warranty as noted below. During the entire warranty period (including during Honeywell's one (1) year warranty), MDFR's staff shall replace all defective lamps and fixtures under warranty. Honeywell or its subcontractor will provide an initial 2% maintenance stock of replacement lamps and drivers, or a minimum of two for each type. A central location at MDFR's site will be identified at project closeout. During the entire warranty period, all material warranty claims exchanges will be processed by MDFR directly through the manufacturer.

- Exterior Wall Packs (LSI Industries or Equal) – 10 years materials only from date of shipment
- Linear LED Retrofit Lamps (Keystone Technologies or Equal)) – 10 years materials only from date of shipment
- LED Screw-Ins ({Phillips or Equal) – 3 years materials only from date of shipment
- Specific damage to the lighting system caused by lightning, significant changes in power quality, power surges, physical damage to the Equipment and Systems or abnormal operation are excluded from this warranty.

1.10. Exclusions from the Scope of Work

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

1.10.2. Concealed conditions past the existing fixture junction.

1.10.3. Existing LED Lights will not be retrofit as part of this project.

1.10.4. Any fixtures or materials that are removed from the project after the release of material order will be turned over to the County. This shall only apply to County requested changes.

2. ECM-2 Building Envelope Improvements

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

2.2. Honeywell shall ensure that all Doors and windows receive weather-stripping, caulk and/or door sweeps.

2.3. Honeywell shall seal or shall cause to be sealed with One (1) or Two (2) Part Polyurethane Foam all Wall/Roof, Wall/Attic gaps, and shall foam, caulk and/or seal all Wall/Ceiling gaps and all exterior and interior penetrations.

2.4. Honeywell shall caulk or shall cause to be caulked all weather-stripping after installation using a paintable, silicon acrylic caulking.

2.5. MDFR Responsibility

2.5.1. During construction, MDFR shall ensure areas in Facilities that are to be improved pursuant to this Contract are accessible and clear of any obstructions.

2.6. Exclusions from Scope of Work

2.6.1. Any neglected fire protection or fire caulking that is required by code not specifically identified in this scope of work.

2.6.2. Repair of any doors or surrounding floor areas that are not level, square, or plumb.

2.6.3. Fixing or adjusting latches, closures, hinges or any such mechanism that operates the opening or closing of any door to receive weather-stripping.

2.7. Warranty

2.7.1. Honeywell shall provide a one (1) year materials and workmanship warranty beginning on date of ECM acceptance. During the warranty period, Honeywell shall cause the building envelope subcontractor to replace failed components on a scheduled quarterly basis. MDFR must provide the building envelope subcontractor, through Honeywell, with the line number(s) from the As-Built line by line and the quantity(ies) of failures.

2.7.2. Specific damage caused by lightning, improper operation or use, leaks or damage of other building systems affecting installed measures, physical damage to the Equipment and Systems or abnormal operation are excluded from this warranty.

3. ECM-3 Water Conservation

Honeywell shall, in general, retrofit the existing high-flow aerators, rebuild flush valves with new components, replace targeted valve bodies, fine tune and commission all valves as shown in Exhibit 2. Below is a list of buildings included in the scope of work. However, only those items specifically identified in "Exhibit 2 Detailed Scopes of Work" attached hereto and incorporated herein by reference, are included in the scope of work.

3.1. Honeywell shall adhere to all federal, State of Florida and local (Miami-Dade County) laws pertaining to the following:

A. National Plumbing Code

B. OSHA

C. UL

3.2. Honeywell shall provide:

A. Maintenance Upgrade – (68) Valve Rebuilding kits as indicated in "Exhibit 2 Detailed Scopes of Work." Remove and replace diaphragm kit, pressure vacuum breaker, inner cap, handle assembly, and O-ring.

B. Replacement of (274) Valve Bodies as indicated in "Exhibit 2 Detailed Scopes of Work."

C. Replacement of (196) Spud and Downtube Replacements as indicated in "Exhibit 2 Detailed Scopes of Work."

D. Retrofit upgrade of (34) Tank Type Toilets as indicated in "Exhibit 2 Detailed Scopes of Work." Honeywell will remove and replace flapper, fill valve, and refill tube.

E. Installation of (486) Vandal Resistant Flow Control Sink Aerators as indicated in "Exhibit 2 Detailed Scopes of Work."

F. Installation of (113) Wall Showerheads as indicated in "Exhibit 2 Detailed Scopes of Work."

G. Installation of (76) Handheld showerheads as indicated in "Exhibit 2 Detailed Scopes of Work."

H. Repair or replacements of failed flushometer control stops where valve replacement/upgrade is being performed.

I. Verification of proper operation of all retrofitted fixtures.

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

3.3. MDFR Responsibilities

A. MDFR shall provide Honeywell with the location of isolation valves.

B. MDFR shall meet with Honeywell and its subcontractor to ensure proper operation of isolation valves prior to the Work commencing.

3.4. Warranty

A. Honeywell shall provide a One (1) year workmanship warranty to begin on date of ECM acceptance. Extended manufacturer material warranties below shall commence upon date of installation of the particular ECM and, following the

expiration of Honeywell's one year warranty, these extended manufacturers' warranties shall be handled directly between MDFR and the manufacturer.

B. Honeywell shall provide a warranty of three (3) years for all Materials ensuring they are free from defects to begin on the date of Final Project Acceptance.

C. 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 and Systems or abnormal operation are excluded from this warranty.

3.5. Exclusions from Scope of Work

A. Insufficient water pressure for low flow devices.

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

C. Wall hung Carrier maintenance.

D. Replacement of any other plumbing components that are defective unless addressed in the SOW.

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

F. Excludes work relating to shower valves, diverters, and other shower peripherals (e.g. handheld shower hoses, sliders, holders, etc.).

G. Excludes work relating to sink faucets, faucet valves, and other faucet peripherals.

4. ECM-4 DX Systems Rejuvenation

Purpose of this ECM is to increase the efficiency of the indicated HVAC systems by cleaning, repairing, providing energy guard coating, or replacing inefficient, inoperable, or other components that have a negative impact on energy use in the system, or require significant ongoing maintenance services.

4.1. Honeywell shall clean and coat coils for the Equipment and Systems at the facilities as listed below.

4.2. Equipment and Systems Included

4.2.1. Package Rooftop Units - (13) units, 61.5 tons total

Building	Label	Scope	Tonnage	Existing SEER	Proposed SEER
#7 - West Little River	ST#7-1	Refurbish	3	10.0	11.2
#7 - West Little River	ST#7-2	Refurbish	4	10.0	11.2
#7 - West Little River	ST#7-3	Refurbish	3	10.0	11.2
#7 - West Little River	ST#7-4	Refurbish	3	10.0	11.2
#34 - Cutler Ridge	ST#34-1	Refurbish	5	9.0	10.1
#34 - Cutler Ridge	ST#34-2	Refurbish	6	9.0	10.1
#43 - Richmond	ST#43-4	Refurbish	3	10.0	11.2
#44 - Palm Springs North	ST#44-1	Refurbish	12.5	10.0	11.2
#47 - Westchester	ST#47-1	Refurbish	2.5	9.0	10.1
#47 - Westchester	ST#47-2	Refurbish	5	10.0	11.2
#47 - Westchester	ST#47-3	Refurbish	5	10.0	11.2
#48 - Fontainbleau	ST#48-1	Refurbish	7.5	10.0	11.2
#52 - South Miami Heights	ST#52-1	Refurbish	2	9.0	10.1
Totals			**61.5**		

4.2.2. Split Systems – (35) units, 130.5 tons total

Building	Label	Tonnage	Current EER	Proposed EER	Scope
#2 - Model Cities (and Division Office)	ST#2-1	1.5	12.0	13.4	Refurbish
#2 - Model Cities (and Division Office)	ST#2-2	1.5	12.0	13.4	Refurbish
#10 - Sunny Isles	ST#10-1	3.0	12.0	13.4	Refurbish
#10 - Sunny Isles	ST#10-2	5.0	12.0	13.4	Refurbish
#10 - Sunny Isles	ST#10-3	3.0	10.0	11.2	Refurbish
#15 - Key Biscayne	ST#15-1	7.5	10.0	11.2	Refurbish
#16 - Homestead	ST#16-4	1.5	10.0	11.2	Refurbish
#16 - Homestead	ST#16-5	1.5	10.0	11.2	Refurbish
#24 - Kendall / Tamiami Airport	ST#24-1	3.0	10.0	11.2	Refurbish
#30 - Miami Shores	ST#30-1	8.0	12.0	13.4	Refurbish
#34 - Cutler Ridge	ST#34-1	3.0	11.0	12.3	Refurbish
#39 - Port of Miami	ST#39-1	3.5	12.0	13.4	Refurbish
#39 - Port of Miami	ST#39-2	3.5	12.0	13.4	Refurbish
#39 - Port of Miami	ST#39-3	3.0	12.0	13.4	Refurbish
#40 - West Miami	ST#40-1	5.0	10.0	11.2	Refurbish
#40 - West Miami	ST#40-2	4.0	10.0	11.2	Refurbish
#40 - West Miami	ST#40-3	3.0	10.0	11.2	Refurbish
#45 - Doral	ST#45-1	2.0	10.0	11.2	Refurbish
#50 - Perrine (Palmetto Bay)	ST#50-2	3.0	10.0	11.2	Refurbish
#50 - Perrine (Palmetto Bay)	ST#50-3	3.0	10.0	11.2	Refurbish
#51 - Honey Hill	ST#51-1	3.0	12.0	13.4	Refurbish
#51 - Honey Hill	ST#51-2	7.5	10.0	11.2	Refurbish
#53 - Turnpike	ST#53-1	1.5	12.0	13.4	Refurbish
#53 - Turnpike	ST#53-2	5.0	12.0	13.4	Refurbish
#53 - Turnpike	ST#53-3	5.0	12.0	13.4	Refurbish
#54 - Bunche Park	ST#54-1	5.0	11.0	12.3	Refurbish
#54 - Bunche Park	ST#54-2	5.0	11.0	12.3	Refurbish
#54 - Bunche Park	ST#54-3	2.0	12.0	13.4	Refurbish
#55 - Saga Bay	ST#55-3	2.0	10.0	11.2	Refurbish
#56 - West Sunset	ST#56-1	2.0	10.0	11.2	Refurbish
#64 - Miami Lakes West	ST#64-1	2.0	10.0	11.2	Refurbish
#64 - Miami Lakes West	ST#64-2	10.0	10.0	11.2	Refurbish
#70 - Coconut Palm	ST#70-1	4.0	11.0	12.3	Refurbish
#70 - Coconut Palm	ST#70-2	4.0	11.0	12.3	Refurbish
#70 - Coconut Palm	ST#70-3	4.0	11.0	12.3	Refurbish
Totals		130.5			

4.3. Included Scope of Work

4.3.1. Honeywell shall perform the general clean-up of overall unit and wash-down of coils and deep clean condenser coils to remove final materials in coils, and corrosion.

4.3.2. Honeywell shall disassemble Equipment and Systems to perform deep clean of condenser coils, removing final materials in coils and corrosion.

4.3.3. Honeywell shall straighten aluminum fins.

4.3.4. Honeywell shall spray each condenser coil with HVAC Armor from both outside-in and inside-out, applying even coverage.

4.3.5. Honeywell shall assemble and ensure Equipment and Systems is operating.

4.3.6. Anticipated installation time for Honeywell's work can range from 3 hrs. to 2 days per unit depending on size and existing condition of unit. Honeywell will need to power down and lock out all machines for the duration of the installation.

4.3.7. Honeywell shall perform thorough cleaning of coils including 'backwashing' to

avoid impacting debris into the coil. Pressure washing with EGuard Coil Cleaner,

4.3.8. Honeywell shall coordinate unit application with MDFR and Honeywell proposes to do such Work within normal business hours.

4.4. Warranty

4.4.1. Honeywell shall provide a one (1) year materials and workmanship warranty beginning on date of ECM acceptance. The Energy Guard product is warranted by the manufacturer against failure due to defects in material under normal use and service for a period of five (5) years from the date of initial application.

4.5. Exclusions from Warranty

Excludes repair of any items found to be not to manufacturer specifications, leaks, low refrigerant charge, fan motors, etc. during the pre-installation inspection process. Only items that effect the ability to perform the installation of the project will be required to be addressed by MDFR during the installation timeframe.

5. ECM-5 Chilled Water Optimization and High Efficiency Chiller:

5.1. Summary of Work

Honeywell shall retrofit the Equipment and Systems for the Headquarters Complex as listed below. In general, this Scope of Work shall include the necessary Equipment and Systems, installation labor, securing the required permits, supervision labor, electrical reconnection, piping reconnection, insulation for newly installed piping, supports for newly installed piping and Equipment and Systems, foundations for newly installed Equipment and Systems and piping, start up and commissioning of newly installed systems, and all other tasks and Work required for the proper installation and functioning of the Equipment and Systems.

5.2. Headquarters Chilled Water System Optimization.

Honeywell shall:

5.2.1. Provide and install (18) 2-way pressure independent chilled water control valves at each air handler and re-insulate with rubatex insulation.

5.2.2. Calibrate and integrate coil leaving air temperature sensors into controls.

5.2.3. Re-commission each air handling unit.

5.2.4. Remove or lock open any return water control valves.

5.2.5. Close all bypasses and decoupling lines not required for Equipment and Systems minimum flow requirements.

5.2.6. Modify pump control to control to the hydraulically remote points in the system.

5.2.7. Furnish new return water temperature sensors for chilled water delta T optimization programming as needed.

5.2.8. Furnish and Install new low voltage wiring for new valve/sensor points.

5.2.9. Acquire and contract for Pre-Modification Surveys, Modeling and Design Work as follows:

5.2.9.1. Develop a Hydraulic Model including the chillers, pumps, distribution system, building interfaces and hydraulically remote branches in each building.

5.2.9.2. Air Handling Unit Survey of the units to be served by each chiller plant loop.

5.2.9.3. Estimate target performance metrics including: Energy Intensity (Btu/ft2) & Heat Transfer Effectiveness (Btu/Gal)

5.2.9.4. Develop schematic design drawings on all modifications to piping, pumps, control valves and control sequences.

5.2.9.5. Update the air handling unit audit report and hydraulic model during the Performance Period (the time needed to prove the system meets or exceeds the performance targets) of the project.

5.2.10. Undertake the following Work with respect to Typical Air Handling Unit Modifications:

5.2.10.1. Calibrate and integrate coil leaving air temperature sensors, into controls.

5.2.10.2. Re-insulate chilled water valve and piping.

5.2.10.3. Re-commission each air handling unit.

5.2.11. Generate a chiller plant sequence to optimize chiller arrangement.

5.2.12. Undertake the implementation of the Work and Equipment and Systems as follows:

5.2.12.1. Verify the proper installation and operation of all piping/pumping/control modifications and verify proper operation of the new control sequences.

5.2.12.2. Implement the agreed upon measurement and verification strategies as set forth in the M&V Plan set forth in Schedule V.

5.2.13. Undertake the performance Validation of the Equipment and Systems and Work as follows:

5.2.13.1. Observe part load performance tests to confirm energy intensity and heat transfer effectiveness targets are being met or exceeded for each modified air handling unit

5.2.13.2. Verify Btu/Gal performance at each building interface

5.2.13.3. Verify each AHU's Btu/Gal performance meets expectations

5.2.13.4. Implement the tracking of performance metrics established during design

5.2.13.5. Track performance and make changes required to meet the established performance metrics

5.2.13.6. Implement the tracking of other Key Performance Indicators helpful to operating the system as intended.

5.3. Headquarters Chiller Replacement

Honeywell shall:

5.3.1. Provide and install new 350-ton variable speed, magnetic bearing, water-cooled chiller including new electrical feeder or breaker as required from existing panel/switch gear

5.3.2. Remove and dispose of existing York 140-ton water-cooled chiller.

5.3.3. Provide and Install new primary chilled water and condenser water pump.

5.3.4. Connect to existing piping and electrical.

5.3.5. Re-insulate chilled water lines at new connections. Insulate new chilled water piping and appurtenances to match existing. Repair insulation on adjacent piping damaged during insulation providing a continuous vapor barrier.

5.3.6. Start up and commission operation.

5.4. Exclusions from Scope of Work

5.4.1. Existing electrical feeders and panels will be reused where possible.

5.4.2. Any concealed conditions which may exist.

5.4.3. Any pre-existing roof structural problems in any of the areas where the installation of rooftop Equipment and Systems components is involved.

5.4.4. Fire alarm tie ins.

5.4.5. Secondary support steel.

5.5. Warranty

5.5.1. Honeywell shall provide a one (1) year materials and workmanship warranty beginning on date of ECM acceptance. Any original Equipment and Systems manufacturer (OEM) warranties that extend beyond Honeywell's one (1) year limited warranty shall be handled directly between the MDFR and the manufacturer. Any such OEM warranty shall commence on date of installation, except as specifically set forth below.

- New Chillers – 10-year refrigerant and compressor from date of start up
- Pressure Independent control valves – 10-years materials only from date of start up

6. ECM-6 Air Handling Unit VFDs:

6.1. Summary of Work

6.1.1. Honeywell shall install or replace the following VFD's on the AHUs listed below.

Building	Equipment Label	Qty	HP	Notes
Headquarter Offices	AHU-6	1	25.0	Replacing old VFD
Headquarter Offices	AHU-7	1	3.0	Replacing old VFD
Headquarter Offices	AHU-13	1	5.0	New VFD for DCV
Headquarter Offices	AHU-14	1	5.0	New VFD for DCV
Headquarter Offices	AHU-15	1	3.0	New VFD for DCV
Headquarter Offices	AHU-16	1	5	New VFD for DCV
Headquarter Maintenance Bldg.	AHU-23	1	7.5	New VFD for Single Zone VAV Conversion
Headquarter Maintenance Bldg.	AHU-25	1	20	New VFD for Single Zone VAV Conversion
Headquarter Offices	AHU-1	1	40	New VFD for DCV
Headquarter Offices	AHU-5	1	25	Replacing old VFD
Headquarter Offices	AHU-8	1	25	Replacing old VFD
Headquarter Offices	AHU-9	1	25	Replacing old VFD

6.2. Warranty

6.2.1. Honeywell shall provide a one (1) year materials and workmanship warranty beginning on date of ECM acceptance.

6.3. Exclusions from Scope of Work

6.3.1. Existing electrical feeders and panels will be reused where possible.

6.3.2. Any concealed conditions which may exist.

7. ECM-7 Reserved

8. ECM-8 Pool Efficiency Measures

8.1. Summary of Work

Honeywell shall retrofit the Equipment and Systems below at the Headquarters Training Building pool. In general, this Scope of Work shall include the necessary Equipment and Systems, installation labor, securing the required permits, supervision labor, electrical reconnection, piping reconnection, insulation for newly installed piping, supports for newly installed piping and Equipment and Systems, and start up and commissioning of newly installed systems and all other tasks and Work required for the proper installation and functioning of the Equipment and Systems.

8.2. ECM 8a – Pump VFD

Honeywell shall install a Smart Pump Control System with Integrated VFD, Chemistry Controller Retrofit with integration of Heater, Filter, Chemistry and Pumps to include the following:

a. (1) Smart Control Drive
b. Installation of Smart Pump Control System (SPCS) with Integrated VFD for 10 HP pump.
c. Existing 10 Horsepower Pump Remains
d. Add Becsy5 Chemistry Controller
e. Communication wiring and integration of Heater, Automatic Filter Control and Pumps with BECSys5 Controller
f. On-Site Start-Up and Training

8.2.1. ECM 8b - Chemicals

i. Honeywell will install a NEXGEN 40R OSHG system.

ii. Honeywell shall connect the electrical supply from the pool equipment room to the connections marked 240 VAC L1 and 240 VAC L2 and ground.

iii. Honeywell shall undertake and complete the inlet and Outlet Plumbing Connections as follows:

1. PVC tubing in 2 inch or PVC pipe in 2 inches
2. ½ inch polypropylene or polyethylene tubing
3. ¼ inch polypropylene or polyethylene tubing and a ¼ inch valve for tubing connection
4. PVC 90's, 45's, couplings and saddles or adapters for the return line size encountered

iv. Honeywell shall install and construct 2-inch PVC pipe, 90's, 45's and couplings for the hydrogen vent

v. Honeywell shall install and construct all anchors, supports and mounting hardware

vi. Honeywell shall install and construct a container specified for muriatic acid solutions

vii. Honeywell shall install and construct container specified for Salt (MDFR must supply Salt)

8.3. MDFR's Responsibilities

8.3.1. MDFR shall supply the salt for new water treatment system.

8.4. Warranty

8.4.1. Honeywell shall provide a One (1) year materials and workmanship warranty to begin on date of ECM acceptance. Extended manufacturer material warranties below shall commence upon date of installation of the particular ECM and, following the expiration of Honeywell's one year warranty, these extended manufacturers' warranties shall be handled directly between MDFR and the manufacturer.

8.4.2. OEM shall provide Pool Pump Controls warranty – 5 years parts only beginning on date of installation.

8.4.3. OEM shall provide Water Treatment System warranty– 3 years parts only beginning on date of installation.

8.5. Exclusions from Scope of Work

8.5.1. Existing electrical feeders and panels will be reused where possible.

8.5.2. Any concealed conditions which may exist.

8.5.3. Any pre-existing roof structural problems in any of the areas where the installation of rooftop Equipment and Systems components is involved.

8.5.3.1. Fire alarm tie ins.

8.5.3.2. Any plumbing damage related to lack of/excessive water pressure outside of Honeywell scope of work.

8.5.3.3. Any repair or maintenance of water and drain lines related to stoppages, corrosion, or miscellaneous wear and tear.

8.5.3.4. Does not include labor to repair previously deteriorated plumbing not associated with the work defined in this scope.

8.5.3.5. Does not include any enhancements to fixtures that are not covered in existing plumbing code.

9. ECM-9 Headquarters Complex Building Automation System

9.1. Summary of Work

Honeywell shall retrofit the existing controls systems at the Miami Dade Fire Rescue Headquarters Complex in order to produce energy savings and as required for new mechanical Equipment and Systems installed as part of the mechanical scope.

9.1.1. Honeywell will furnish and install new Enterprise Building Integrator (EBI) system to connect the following Building automation systems at the locations mentioned bellow.

9.1.2. Honeywell will provide new Sensors and controllers to replace existing Siemens and Delta DDC controllers at the locations mentioned below.

9.1.3. Honeywell will provide and install conduit, boxes, supports, cable, terminal strips, connectors, copper and wire necessary for the installation of the Honeywell Building Automation System (BAS) as described in the below Scope Details. This includes, but is not limited to, the installation of all necessary panels, controllers, power supplies, field devices (space, duct, and pipe air and water sensors, relays, interlocks, etc.) and the associated wiring and communication trunks.

9.1.4. Honeywell shall include as part of the installation of the systems specified point to point check out and commissioning.

9.1.5. Honeywell will remove the existing controllers and sensor and test all of the existing wiring to ensure the integrity of the wire that will be re-used.

9.1.6. Honeywell will run new communication wiring for the 178 VAVs and the 10 AHUs located in the Headquarters building.

9.1.7. Honeywell will provide, install, and program CPO controllers for the 10 units located in the headquarters building.

9.1.8. Honeywell will provide install, and program Plant Controller for the Central Chiller plant located in the support building to interface to the two existing chillers and one new chiller. (See Points List below)

9.1.9. Honeywell will provide BACnet networkable thermostats for four new AC units.

9.1.10. Honeywell will connect to the existing leak detection system and create graphics on the new EBI being installed as part of this project.

9.1.11. Honeywell will monitor the new generator on the EBI frontend via a BACnet interface.

9.1.12. Honeywell will provide, install, and program 4 new CPO controllers for the 4 AHUs located in the Training Center and connect via network to the new EBI frontend.

9.1.13. Honeywell will provide, install, and program new VAV controllers using existing communication wiring for the 39 VAVs and the 4 AHUs located in the Training Center.

9.2. Engineering Tasks. Honeywell shall undertake and complete the following tasks as part of the Work under this Contract to undertake the Retrofit and install all of the Equipment and Systems and ECMs:

9.2.1. Hardware Design Utilizing AutoCAD

9.2.1.1. Controller Wiring Details

9.2.1.2. Plant flow diagram

9.2.1.3. Sequences of operation
9.2.1.4. Build of material
9.2.1.5. Typical wiring details
9.2.1.6. VAV schedule
9.2.1.7. System Architecture Diagram
9.2.1.8. System Architecture Schedule

9.2.2. Software Design Utilizing Comfort Point Open Graphical Programming
9.2.2.1. Programming of sequences of operation as described in the Hardware design
9.2.2.2. Configuration of VAV parameters based on VAV schedule information
9.2.2.3. Configuration of controller Identification Number
9.2.2.4. Network Configuration
9.2.2.4.1. IP Configuration: Ip Address and Subnetwork configuration
9.2.2.4.2. MS/TP: BACnet ID, MAC address and Baud rate configuration
9.2.2.5. Software Simulation of programmed sequenced to improve quality of deliverables
9.2.2.6. Generation of commissioning reports templates to be used in the field by the technicians

9.2.3. Graphic Design
9.2.3.1. Creating of a Graphic Representation of the system flow diagram
9.2.3.2. Points Database generation and configuration
9.2.3.3. Link physical points to their respective graphics

9.2.4. Commissioning
9.2.4.1. Front end installation and configuration
9.2.4.2. Download graphics to server
9.2.4.3. Wiring inspection prior to energizing controllers and field devices
9.2.4.4. Download programming to controllers
9.2.4.5. Configure Individual devices to match the input and output signal type based on the design requirements
9.2.4.6. Adjust device range to match the design requirements
9.2.4.7. Point to Point Checkout with ComfortPoint online software and front End to confirm Graphics are working properly
9.2.4.8. Recording of readings in the commissioning reports
9.2.4.9. Communication testing and troubleshooting
9.2.4.10. Generate final commissioning report
9.2.4.11. Site system training

9.3. Headquarters Offices

9.3.1. DOAS's (Typical For 4 – AHU-13, 14, 15 & 16). Honeywell shall undertake and complete or shall cause the completion of the following as part of the Work:
- Replacement of existing controller/expansion Board on Panel

- Furnish and Install devices below and wire to DDC in accordance with the I/O summary
    1. Filter Differential Pressure Switch
    2. Outside Air Damper control
    3. SF, Hi Discharge Static Alarm (manual reset)
    4. Discharge Temp Sensor
    5. CO2 Sensor
    6. CHW Valve Control
    7. CHW Return Temp Sensor
    8. SF VFD- SS/Status/Alarm/Control/Comm

9.3.2. AHU's Mixed Air (Typical For 6 AHU's - AHU-1 /5 /6 /7 /8/ 9). Honeywell shall undertake and complete or shall cause the completion of the following as part of the Work:

- Mount Controller at Mechanical Room
- Extend BACnet IP to nearest network jack
- Furnish and Install devices below and wire to DDC in accordance with the I/O summary
    1. Pre/Final Filter Diff Pressure
    2. RA Damper Actuator
    3. Mixed Air Temp
    4. SF, Hi Discharge Static Alarm (manual reset)
    5. Duct static (2/3 down duct)
    6. Discharge Temp
    7. CHW Valve Control
    8. CHW Return Temp Sensor
    9. VFD- SS/Status/Alarm/Control/Feedback
    10. Immersion CHW Temp Return Sensor
    11. CO2 control sequence based on return air CO2 sensor

9.3.3. VAV Boxes w/Electric heat (Typical of 178). Honeywell shall undertake and complete or shall cause the completion of the following as part of the Work:

- AHU-1 (47 VAVs) / AHU-5 (19 VAVs) / AHU-6 (18 VAVs) / AHU-7 (38 VAVs) / AHU-8 (24 VAVs) / AHU-9 (29 VAVs)
- Furnish and Install devices below and wire to DDC in accordance with the I/O summary
    1. Install controller in VAV.
    2. Connect 24vac to controller.
    3. Connect hi/low flow tubes to controller
    4. Space Temp – (2-wire Sylk Sensor)
    5. Discharge Temp
    6. Elec Heating Coil (up to 3 stages)

7. Daisy chain wiring for VAV boxes

9.3.4. Point Summary Headquarters Offices setting forth the improvements to be made:

AHU-13	AI	DI	AO	DO	BACnet MS/TP	Digital Signal
Filter Differential Pressure Switch		x				
Outside Air Damper Control			x			
Supply Fan High Discharge Static Pressure		x				
Discharge Temperature	x					
Space CO2 Sensor First Floor	x					
Space CO2 Sensor Second Floor	x					
Cooling Valve Control			x			
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-14	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Outside Air Damper Control			x			
Supply Fan High Discharge Static Pressure		x				
Discharge Temperature	x					
Space CO2 Sensor First Floor	x					
Space CO2 Sensor Second Floor	x					
Cooling Valve Control			x			
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-15	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Outside Air Damper Control			x			
Supply Fan High Discharge Static Pressure		x				
Discharge Temperature	x					
Space CO2 Sensor First Floor	x					
Space CO2 Sensor Second Floor	x					
Cooling Valve Control			x			
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-16	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				

Outside Air Damper Control			x			
Supply Fan High Discharge Static Pressure		x				
Discharge Temperature	x					
Space CO2 Sensor First Floor	x					
Space CO2 Sensor Second Floor	x					
Cooling Valve Control			x			
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-1	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-5	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-6	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			

Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-7	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-8	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-9	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			

Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
VAV Typical of 178	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Air Flow	x					
Space Temperature						x
Discharge Temperature	x					
Duct Heater				x		
Miscellaneous	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Building Differential Pressure Sensor	x					

9.4. Training Facility Building

9.4.1. AHU CV (Typical For 1 – AHU-4) Honeywell shall undertake and complete or shall cause the completion of the following as part of the Work:

9.5. Furnish and Install devices below and wire to DDC in accordance with the I/O summary

9.5.1.

1. Replacement of existing controller/expansion Board on Panel
2. Install devices and wire to DDC in accordance with the I/O summary include I/O Summary in Exhibit 2
3. Filter Diff Pressure
4. OA Damper control
5. SF, Hi Discharge Static Alarm (manual reset)
6. Discharge Temp
7. CHW Valve Control
8. CHW Return Temp Sensor
9. SF VFD- SS/Status/Alarm/Control/Comm

9.6. AHU's Mixed Air (Typical For 3 AHU's - AHU-1 /2 /3) Furnish and Install devices below and wire to DDC in accordance with the I/O summary

9.6.1.

1. Replacement of existing controller/expansion Board on Panel

2. Install devices and wire to DDC in accordance with the I/O summary
3. Pre/Final Filter Diff Pressure
4. RA Damper Actuator
5. Mixed Air Temp
6. SF, Hi Discharge Static Alarm (manual reset)
7. Duct static (2/3 down duct)
8. Discharge Temp
9. CHW Valve
10. CHW Return Temp Sensor
11. VFD- SS/Status/Alarm/Control/Feedback
12. CO2 control sequence based on return air CO2 sensor

9.6.2. VAV Boxes w/Electric heat (Typical of 39)

9.7. AHU-1 (6 VAVs) / AHU-2 (14 VAVs) / AHU-3 (19 VAVs) Furnish and Install devices below and wire to DDC in accordance with the I/O summary

o

1. Install controller in VAV.
2. Connect 24vac to controller.
3. Connect hi/low flow tubes to controller
4. Space Temp – (2-wire Sylk Sensor)
5. Discharge Temp
6. Elec Heating Coil (up to 3 stages)

9.8. EF's (Typical For 4 EFs – EF-1 /3/ 4/ 6) Furnish and Install devices below and wire to DDC in accordance with the I/O summary

9.8.1.

1. Mount small I/O control type device
2. Extend BACnet MSTP to Plant Controller per riser diagram
3. Install devices and wire to small I/O
4. EF - SS/Status
5. Exhaust Damper connections

9.8.2. Point Summary - Training Facility

AHU-4	AI	DI	AO	DO	BACnet MS/TP	Digital Signal
Filter Differential Pressure Switch		x				
Outside Air Damper Control			x			
Supply Fan High Discharge Static Pressure		x				
Discharge Temperature	x					

Cooling Valve Control			x			
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-1	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-2	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			
CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
AHU-3	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Filter Differential Pressure Switch		x				
Return Air Damper Control			x			
Mixed Air Temperature	x					
Supply Fan High Discharge Static Pressure		x				
Duct Static Pressure	x					
Discharge Temperature	x					
Cooling Valve Control			x			

CHW Return Temperature	x					
Supply Fan Start/Stop					x	
Supply Fan Status					x	
Supply Fan Alarm					x	
Supply Fan Speed					x	
VAV Typical of 39	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Air Flow	x					
Space Temperature						x
Discharge Temperature	x					
Duct Heater				x		
EF-1	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
EF Start/ Stop				x		
EF Status		x				
Exhaust Damper Control				x		
EF-3	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
EF Start/ Stop				x		
EF Status		x				
Exhaust Damper Control				x		
EF-4	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
EF Start/ Stop				x		
EF Status		x				
Exhaust Damper Control				x		
EF-6	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
EF Start/ Stop				x		
EF Status		x				
Exhaust Damper Control				x		
Miscellaneous	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**
Building Differential Pressure Sensor	x					

9.9. Support Building / Chiller Plant

9.9.1. Chilled Water System Honeywell shall undertake and complete or shall cause the completion of the following as part of the Work:

9.9.2. Furnish and Install devices below and wire to DDC in accordance with the I/O summary

1. Mount Panel in Chiller Plant Room
2. Extend BACnet IP to nearest network jack (Network by MDFR)
3. CHW-1 and CW-1 Supply & Return Temperature

4. CHW-2 and CW-2 Supply & Return Temperature
5. CHW-3 and CW-3 Supply & Return Temperature
6. CHW to Headquarters Building Supply & Return Temperature
7. CHW to Training Building Supply & Return Temperature
8. CHW Supply Flow Meter with BTU capabilities to Headquarters Building
9. CHW Supply Flow Meter with BTU capabilities to Training Building
10. Primary CHWP for Chiller 1, 2 & 3 S/S, Status
11. Chiller-1 / 2/ 3 Iso Valves control
12. Secondary CHWP-9 / 10 / 13/ 14/ 15/ 16 VFD S/S, Status, Alarm, Control, Feedback
13. Condensing Water Pump 5/ 6/ 7/ 8 S/S, Status
14. Cooling Tower CT-1 / 2/ 3 VFD S/S, Status, Alarm, Control, Feedback
15. Cooling Tower CT-1 / 2/ 3 Iso Valves control
16. Training Building System Differential Pressure
17. Headquarters Building System Differential Pressure
18. New Power meter for New Chiller.
19. OA Temp/RH
20. OA Wet Bulb
21. OA CO2
22. Existing Leak Detection System to be connected
23. BACnet IP Connection to new Generator

9.9.3. FCU CHWTR with NO Electric Reheat (Typical of 4, AHU-21/ 22/ 23/ 25) Furnish and Install devices below and wire to DDC in accordance with the I/O summary

1. Mount Controller at Unit
2. Extend BACnet IP to nearest network jack
3. Filter Diff Pressure
4. Space Temperature
5. Discharge Temp
6. CHW Valve Control
7. CHW Return Temp Sensor
8. VFD- SS/Status/Alarm/Control/Feedback (only on 23 and 25 feeding Switchgear Room)

9.9.4. Point Summary
Chiller Plant

Chiller Plant	AI	DI	AO	DO	BACnet MS/TP	Digital Signal	BACnet IP
Chiller 1 CHW Supply Temperature	x						
Chiller 1 CHW Return Temperature	x						

Chiller 1 CHW Isolation Valve				x			
Chiller 1 CW Isolation Valve				x			
Chiller 1 CHW Pump Start/Stop				x			
Chiller 1 CHW Pump Status		x					
Chiller 2 CHW Supply Temperature	x						
Chiller 2 CHW Return Temperature	x						
Chiller 2 CHW Isolation Valve				x			
Chiller 2 CW Isolation Valve				x			
Chiller 2 CHW Pump Start/Stop				x			
Chiller 2 CHW Pump Status		x					
Chiller 3 CHW Supply Temperature	x						
Chiller 3 CHW Return Temperature	x						
Chiller 3 CHW Isolation Valve				x			
Chiller 3 CW Isolation Valve				x			
Chiller 3 CHW Pump Start/Stop				x			
Chiller 3 CHW Pump Status		x					
Headquarter Building Supply Temperature	x						
Headquarter Building Return Temperature	x						
Headquarter Building Flow	x						
Training Facility Supply Temperature	x						
Training Facility Return Temperature	x						
Training Facility Flow	x						
CHW Pump 9 Start/Stop				x			
CHW Pump 9 Status		x					
CHW Pump 9 Speed			x				
CHW Pump 9 Alarm		x					
CHW Pump 10 Start/Stop				x			
CHW Pump 10 Status		x					
CHW Pump 10 Speed			x				
CHW Pump 10 Alarm		x					
CHW Pump 13 Start/Stop				x			
CHW Pump 13 Status		x					
CHW Pump 13 Speed			x				
CHW Pump 13 Alarm		x					
CHW Pump 14 Start/Stop				x			
CHW Pump 14 Status		x					
CHW Pump 14 Speed			x				

CHW Pump 14 Alarm		x					
CHW Pump 15 Start/Stop				x			
CHW Pump 15 Status		x					
CHW Pump 15 Speed			x				
CHW Pump 15 Alarm		x					
CHW Pump 16 Start/Stop				x			
CHW Pump 16 Status		x					
CHW Pump 16 Speed			x				
CHW Pump 16 Alarm		x					
CW Pump 5 Start/Stop				x			
CW Pump 5 Status		x					
CW Pump 6 Start/Stop				x			
CW Pump 6 Status		x					
CW Pump 7 Start/Stop				x			
CW Pump 7 Status		x					
CW Pump 8 Start/Stop				x			
CW Pump 8 Status		x					
Cooling Tower 1 Fan Start/Stop				x			
Cooling Tower 1 Fan Status		x					
Cooling Tower 1 Fan Alarm		x					
Cooling Tower 1 Fan Speed			x				
Cooling Tower 2 Fan Start/Stop				x			
Cooling Tower 2 Fan Status		x					
Cooling Tower 2 Fan Alarm		x					
Cooling Tower 2 Fan Speed			x				
Cooling Tower 3 Fan Start/Stop				x			
Cooling Tower 3 Fan Status		x					
Cooling Tower 3 Fan Alarm		x					
Cooling Tower 3 Fan Speed			x				
Cooling Tower 1 Isolation Valve 1				x			
Cooling Tower 1 Isolation Valve 2				x			
Cooling Tower 2 Isolation Valve 1				x			
Cooling Tower 2 Isolation Valve 2				x			
Cooling Tower 3 Isolation Valve 1				x			
Cooling Tower 3 Isolation Valve 2				x			
Power meter for new Chiller					x		
OA Temperature	x						
OA Humidity	x						
OA Dew Point	x						
OA CO2	x						
Alarm from Existing Leak Detection		x					
Data from Generator							x

AHU-21	AI	DI	AO	DO	BACnet MS/TP	Digital Signal	BACnet IP
Fan Start/Stop				X			
Cooling Valve Control			X				
Discharge Temperature	x						
Filter Differential Pressure Switch		x					
AHU-22	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**	**BACnet IP**
Fan Start/Stop				X			
Cooling Valve Control			X				
Discharge Temperature	x						
Filter Differential Pressure Switch		x					
AHU-23	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**	**BACnet IP**
Fan Start/Stop					x		
Cooling Valve Control					x		
Supply Fan Start/Stop					x		
Supply Fan Status					x		
Supply Fan Alarm					x		
Supply Fan Speed					x		
Discharge Temperature	x						
Filter Differential Pressure Switch		x					
CHW Return Temperature	x						
AHU-25	**AI**	**DI**	**AO**	**DO**	**BACnet MS/TP**	**Digital Signal**	**BACnet IP**
Fan Start/Stop					x		
Cooling Valve Control					x		
Supply Fan Start/Stop					x		
Supply Fan Status					x		
Supply Fan Alarm					x		
Supply Fan Speed					x		
Discharge Temperature	x						
Filter Differential Pressure Switch		x					
CHW Return Temperature	x						

9.10. Warranty

9.10.1. Honeywell shall provide 1 year workmanship and materials warranty upon ECM acceptance.

9.11. Clarifications & Exclusions from Scope of Work

9.11.1. Existing control panels, enclosures, and raceways shall be reused where possible.

9.11.2. Smoke control modifications/testing not included.

9.11.3. Any work related with pneumatics (compressors, filters, thermostats, tubing, copper lines, high pressure, PRVs, tanks, dryers, etc.) except mentioned above

9.11.4. Any work related with Exhaust Fans is not included except for the ones mentioned above.

9.11.5. No demo of existing and or abandoned controls not related to Honeywell's work

9.11.6. Ethernet drops provided and installed by MDFR, (Up to 6 IP drops in the Headquarters Building, 2 IP drops in the Training Center, and 2 IP drops in the Support Building

9.11.7. Patching and/or painting is excluded.

10. ECM-10 Headquarters Generators Replacement

10.1. Summary of Work

10.1.1. Honeywell shall install:

10.1.1.1. a 1300kW, 480V, EPA Factory Certified Natural Gas PowerBlock® or equivalent, skid mounted, engine generation system, in compliance with NEC Article 702, that will sit inside the East Generator Room of the MDFR Central Energy Plant, and will serve the complete facility resiliency needs of MDFR based on projected future energy demand (kW). The Equipment and Systems that is included in this scope of work is detailed below and shall be known as the "System".

10.1.1.2. 650kW Natural Gas Rated, 425kW Propane Rated, 480VAC, EPA Factory Certified NSPS, Skid Mounted, Spark Ignited PowerBlock® or equivalent Engine Generation System.

As set forth in Schedule X, MDFR shall procure the agreed upon generation equipment and materials necessary to complete the retrofit specified herein in section 10.1.1 via Owner Direct Purchase utilizing the materials list and suppliers specified by Honeywell.

10.1.2. Honeywell shall supply and install trenching and steel piping to connect existing propane tank by props area to new generators (approx. 1000 feet).

10.1.3. Honeywell shall provide and install natural gas piping for kitchen, pool heater, domestic water heater.

10.1.3.1. Honeywell shall connect new meter to existing LP connections as determined by gas company.

10.1.3.2. Honeywell shall modify pool heater and domestic water heater to accept natural gas.

10.1.3.3. Honeywell shall connect existing kitchen gas lines to new meter located outside the kitchen area determined by gas company.

10.1.4. Honeywell shall provide and install connection for emergency rental generator.

10.2. Engineering Services

Honeywell shall conduct electrical and other related studies and investigations required for project design, permitting, and construction, including utility locator services.

10.2.1. Honeywell shall establish project permitting requirements and shall also:

10.2.1.1. Develop, submit, and coordinate all required permit applications with the appropriate authorities having jurisdiction (AHJ).

10.2.1.2. Complete, submit and coordinate all interconnection applications and activities with utility.

10.2.1.3. Provide all engineering and design services necessary to complete construction drawings for the generator equipment in accordance with the AHJ codes and ordinances.

10.2.1.4. Complete, submit and provide construction drawings signed and sealed by a Registered Professional Engineer of Record where required.

10.3. Procurement and Production Services

10.3.1. Honeywell shall procure, manufacture, integrate, assemble, and test System components.

10.4. Construction Services

10.4.1. Honeywell shall construct and install system components including construction management services, vendor coordination, site work, electrical and mechanical work, general conditions, and system modifications for interconnection with existing infrastructure and utility, and communications systems necessary for a fully functioning System.

10.4.2. Honeywell shall assist MDFR in the application of all environmental related permits that are required by the various federal and state agencies. All environmental related permits must be obtained by MDFR and held in MDFR's name.

10.4.3. Honeywell shall perform construction permitting service.

10.5. Testing and Commissioning

10.5.1. Honeywell shall develop plan and verification report for commissioning and testing of System.

10.5.2. Honeywell shall commission and test all system components; Conduct System function testing sequence of operations (SOO).

10.5.3. Honeywell shall prepare full System functionality testing and performance verification report, including, but not limited to, communications programming, protocols, and interfacing between all components.

10.5.4. Honeywell shall conduct acceptance testing of all system components.

10.5.5. Honeywell shall provide completed commissioning verification report to MDFR.

10.6. Training

10.6.1. Honeywell shall provide on-site in-service training for MDFR staff on operation, maintenance and control of the System.

10.7. Ongoing Operation and Maintenance

10.7.1. Honeywell shall provide System documentation, including Operations & Maintenance (O&M) manual.

10.8. Warranty

10.8.1. Ten (10) year OEM Warranty is contingent upon MDFR continuing annual maintenance and monitoring agreement.

10.9. Scope Clarifications

10.9.1. Honeywell will tie into existing switchgear and control system for start/stop signal for unit and will not modify switchgear, control system, or existing modes of operation.

10.9.2. Honeywell shall provide Project Design Information: In accordance with NEC Article 702, Optional Standby.

10.9.3. Honeywell shall remove existing Generation & Day Tanks through building louvers and disposed.

10.9.4. Honeywell shall modify Ventilation and Louver System for proper air flow requirements of new units in the east generator room.

10.9.5. Roofing Ventilation System to be provided and installed by MDFR.

10.9.6. Honeywell shall furnish and install Concrete Pads for provided equipment.

10.9.7. Honeywell shall furnish and install Primary Natural Gas Train, Coupling & Regulator.

10.9.8. Honeywell shall furnish and install Second Gas Train included for Vaporized Liquid Propane Connection.

10.9.9. Natural Gas engines are designed to operate on pipeline quality natural gas with a LHV of approximately 920 BTU/scf. LPG engines and fuel systems are designed to operate on HD-5 specification LPG fuel. Fuel other than HD-5 may cause harm to the engine's emission control system and a warranty claim may be denied by Honeywell on this basis. Use by MDFR of any other fuel may result in MDFR's engine no longer operating in compliance with EPA emissions requirements.

10.9.10. When/if running on Liquid Propane, the nameplate capacity of each engine generator will be derated to 425kW electric.

10.10. Exclusions from Scope of Work

10.10.1. On-site load bank testing not included.

County to procure new gas service and meters to HQ complex through utility. In the event of a delay caused by County or a delay outside of Honeywell's control including but not limited to delays associated with the natural gas pipeline installation, performance times shall be extended for a period of time equivalent to the time lost because of any such delay.

10.10.2. Rework or relocation of any existing underground utilities that may prohibit installation of the new feeders.

10.10.3. Any Natural Gas piping for primary gas connection, greater than 25'.

10.10.4. Removal of existing Bulk Diesel Storage System and any tank mitigation.

10.10.5. Permanent site drainage equipment, berms, or sewers.

10.10.6. Land Use Studies including: Land use fees, site civil drawings for existing utilities, easement drawings or modifications to existing easement plans, or any other drawings, studies or submissions normally provided by the MDFR or their designated site civil planning consultants.

10.10.7. Rock/spoiled soils removal/replacement not included. If rock/spoiled soils are encountered during underground work, they will be removed and replaced by Others, or by Honeywell at an additional cost.

10.10.8. Excludes any existing non-code compliant conditions pertaining to NEC Article 708 (Critical Operations Power Systems) (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc.)

11. ECM-11 Reserved.

12. ECM-12 HVAC Replace FCUs and Outside Air Intake

12.1. Summary of Work

Honeywell shall replace four wall mounted fan-coil units located in the Headquarters Maintenance Building. Honeywell shall:

12.1.1. Remove and replace (2) 1-ton and (1) 3-ton chilled water wall mounted fan coil units.

12.1.2. Include demolition in its Work, and shall reinstall and reconnect the chilled water units to existing chilled water lines and electric.

12.1.3. Install and supply control valves.

Honeywell shall relocate AHU-16 fresh air intake so that Outside Air can be brought into the building away from the current truck loading/unloading area. Honeywell shall also:

12.1.4. Provide and install new fresh air duct work for unit to new intake location, approx. 50'.

12.1.5. Include demolition of existing duct in its Work.

12.1.6. Include new Miami-Dade County-approved exterior louver as part of the new duct and its Work.

12.1.7. Cover existing louver with sheet metal to block intake.

12.1.8. Cut and seal new louver.

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code
2. Specific warranties are described above for each ECM.
3. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify MDFR and will stop work in that area until such area has been made safe by the MDFR, or MDFR's Representative, at MDFR'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.
4. Where demolition of certain areas of a building are required for removal and installation of Equipment and Systems 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.
5. 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.
6. 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.
7. Routine Maintenance: Routine maintenance such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the Customer, or as included in schedule J.
8. Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the Customer.
9. Remote Access: MDFR is responsible for implementation and costs for remote Honeywell access through MDFR's firewall(s) to the controllers and front-end computer(s) by remote users designated by Honeywell using one or more of the following processes:
    a) 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 station licenses dedicated to the remote users, or
    b) If remote access is interrupted, at any time during the Guarantee Term, Honeywell reserves the right to suspend any reporting requirements until remote access has been restored.
10. Efficiency Values: Honeywell will install Equipment and Systems and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The Customer 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.
11. Honeywell will provide information necessary to apply for utility incentives. Actual dollar amount of incentive will be determined by the Utility and is not guaranteed by Honeywell.

12. 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 by Honeywell (with the prior, written approval of MDFR) to the MDFR.
    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.)
13. Extended Warranties or Service Plans: Honeywell will transfer to MDFR manufacturer warranties and service plans to the extent they extend beyond the one-year Honeywell warranty. Following the one-year Honeywell warranty MDFR will contact the manufacturer directly for warranty or service issues. Honeywell does not guarantee that the manufacturer or service provider will be available throughout the term of the manufacturer's warranty.
14. Existing electrical feeders and panels will be reused by Honeywell where possible.
15. Any pre-existing roof structural problems in any of the areas where the installation of rooftop equipment or system components is involved.
16. Honeywell excludes all Fire alarm tie ins from its scope of work.
17. Any existing code violations are not part of this scope of work unless otherwise specified.
18. Honeywell's scope of Work excludes any existing non-code compliant conditions pertaining to NEC Article 708 (Critical Operations Power Systems) (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc.)

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 Fire Rescue Performance Contracting Program Investment Grade Audit dated March 5, 2021 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.

Below is an inventory list of equipment which was audited.

Air Handling Units

Equipment ID	Building	Equipment Label	Qty	Notes	Area Served	CFM	Supply Fan HP
AHU	Headquarter Offices	AHU-6	1		AHU-6	20000	25
AHU	Headquarter Offices	AHU-7	1		AHU-7	2000	3
AHU	Headquarter Offices	AHU-13	1	100% OA Unit for AHU-7	AHU-13	5000	5
AHU	Headquarter Offices	AHU-14	1	100% OA Unit for AHU-6	AHU-14	5000	5
AHU	Headquarter Offices	AHU-15	1	100% OA Unit for AHU-9	AHU-15	4000	3
AHU	Headquarter Offices	AHU-16	1	100% OA Unit for AHU-1	AHU-16	5000	5
AHU	Headquarter Maintenance Bldg	AHU-23	1		AHU-23	1500	2
AHU	Headquarter Maintenance Bldg	AHU-25	1		AHU-25	1500	2
AHU	Headquarter Maintenance Bldg	AHU-?	1		AHU-?	10000	7.5
AHU	Headquarter Maintenance Bldg	AHU-?	1		AHU-?	18000	20
AHU	Training Facility Building A	AHU-1	1		AHU-1	4000	5
AHU	Training Facility Building A	AHU-2	1		AHU-2	10000	7.5
AHU	Training Facility Building A	AHU-3	1		AHU-3	10000	7.5
AHU	Training Facility Building A	AHU-4	1		AHU-4	4000	5
AHU	Headquarter Offices	AHU-1	1		AHU-1		40
AHU	Headquarter Offices	AHU-5	1		AHU-5		25
AHU	Headquarter Offices	AHU-8	1		AHU-8		25
AHU	Headquarter Offices	AHU-9	1		AHU-9		25

Motors

Equipment ID	Building	Equipment Label	Qty	Location	HP	VFD Present
Motor	Headquarter Offices	AHU-6	1		25	N
Motor	Headquarter Offices	AHU-7	1		3	N
Motor	Headquarter Offices	AHU-13	1		5.0	N
Motor	Headquarter Offices	AHU-14	1		5	N
Motor	Headquarter Offices	AHU-15	1		3	N
Motor	Headquarter Offices	AHU-16	1		5	N
Motor	Headquarter Maintenance Bldg	AHU-23	1		2	N
Motor	Headquarter Maintenance Bldg	AHU-25	1		2	N
Motor	Headquarter Maintenance Bldg	AHU-?	1	switchgear room	7.5	N
Motor	Headquarter Maintenance Bldg	AHU-?	1	switchgear room	20	N
Motor	Training Facility Building A	AHU-1	1		5	Y
Motor	Training Facility Building A	AHU-2	1		7.5	Y
Motor	Training Facility Building A	AHU-3	1		7.5	Y
Motor	Training Facility Building A	AHU-4	1		5	N
Motor	Headquarter Offices	AHU-1	1		40	N
Motor	Headquarter Offices	AHU-5	1		25	N
Motor	Headquarter Offices	AHU-8	1		25	N
Motor	Headquarter Offices	AHU-9	1		25	N

Boilers and Burners

Equipment ID	Building	Equipment Label	Qty	Location	Fuel	Output (MBH)
Boiler	Training Facility Building A	B-1	1	Pool	Propane	969

Roof Top Units

Equipment ID	Building	Equipment Label	Qty	MFG	Model No.	Serial Number	Est. Install Year	Tonnage	EER
RTU	#3 - Tropical Park	ST#3-1	1	Rheem	RSNL-B060CK	7426F370809093	2008	5	7
RTU	#3 - Tropical Park	ST#3-2	1	Rheem	RSNL-B036CK	7426F410806808	2008	3	7
RTU	#7 - West Little River	ST#7-1	1	Rheem	RLPN-A36JK	F041801396	2018	3	10
RTU	#7 - West Little River	ST#7-2	1	Rheem	RLPN-A-048JK	F171602311	2016	4	10
RTU	#7 - West Little River	ST#7-3	1	Rheem	RLPN-A36JK	F4617001985	2017	3	10
RTU	#7 - West Little River	ST#7-4	1	Rheem	RA1636AH1NA	W281946891	2019	3	10
RTU	#24 - Kendall / Tamiami Airport	ST#24-1	1	Trane	TDC210E400BB	110510471D	2011	17.5	8
RTU	#24 - Kendall / Tamiami Airport	ST#24-2	1	Trane	TCD150E400BB	111010244D	2011	12.5	8
RTU	#34 - Cutler Ridge	ST#34-1	1	Rheem	RACA14060ACT000AA	F031600071	2016	5	9
RTU	#34 - Cutler Ridge	ST#34-2	1	Rheem	RACA14060ACT000AA	F0316000070	2016	6	9
RTU	#42 - Fisher Island	ST#42-1	1	Trane	TSC072A3EOA2300000	727102621L	2007	6	7
RTU	#42 - Fisher Island	ST#42-2	1	Trane	TSC0923???????????	???	2007	7.5	7
RTU	#43 - Richmond	ST#43-1	1	Rheem	RSNA-B036JK	7291F500704502	2007	3	7
RTU	#43 - Richmond	ST#43-2	1	Rheem	RSNL-C060JK	7991F331106411	2011	5	8
RTU	#43 - Richmond	ST#43-3	1	Rheem	RSNL-B048Jk	7425F491108054	2011	4	8
RTU	#43 - Richmond	ST#43-4	1	Rheem	RACA14036AJD000AA	F38I700473	2017	3	10
RTU	#44 - Palm Springs North	ST#44-1	1	Rheem	RACDZS150ACA000AA	F031900624	2019	12.5	10
RTU	#44 - Palm Springs North	ST#44-2	1	Rheem	RSNL-B036CK	7420F331203616	2012	3	8
RTU	#45 - Doral	ST#45-1	1	Rheem	RLNA-A060JK	7315F270606925	2006	5	7
RTU	#45 - Doral	ST#45-2	1	Rheem	RLNA-A060JK	7315F3900708652	2007	5	7
RTU	#46 - Medley	ST#46-1	1	Rheem	RLKL-B090CL	8294F091103043	2011	7.5	8
RTU	#46 - Medley	ST#46-2	1	Rheem	RSNL-BB030JK	7419F391206954	2012	2.5	8
RTU	#47 - Westchester	ST#47-1	1	Rheem	RSNL-B030Jk	F251404401	2014	2.5	9
RTU	#47 - Westchester	ST#47-2	1	Rheem	RACA14060AJT000AA		2017	5	10
RTU	#47 - Westchester	ST#47-3	1	Rheem	RACA14060AJT000AA	F411700613	2017	5	10
RTU	#48 - Fontainbleau	ST#48-1	1	Trane	TSC092A3E0A0000	715102447?	???	7.5	10
RTU	#48 - Fontainbleau	ST#48-2	1	Rheem	RSNA-B024JK	7288F180805005	2009	2	7
RTU	#48 - Fontainbleau	ST#48-3	1	Rheem	RLNA-A036JK	7312F150805545	2008	3	7
RTU	#52 - South Miami Heights	ST#52-1	1	Rheem	RACA14024AJD000AA	F2881600186	2016	2	9
RTU	#52 - South Miami Heights	ST#52-2	1	Rheem	RLNL-A060CK	7527F01302008	2013	5	8
RTU	#52 - South Miami Heights	ST#52-3	1	Rheem	RLNL-A060CK	7527F01304956	2013	5	8

Condensing Units

Equipment ID	Building	Equipment Label	Qty	MFG	Model No.	Serial Number	Est. Install Year	Capacity (tons)	EER
CU	#2 - Model Cities (and Division Office)	ST#2-1	1	Rheem	RA1618AJ1NA	W461903975	2019	1.5	12
CU	#2 - Model Cities (and Division Office)	ST#2-2	1	Rheem	RA1618AJ1NA	W461904030	2019	1.5	12
CU	#2 - Model Cities (and Division Office)	ST#2-3	1	Rheem	14AJM60A01	7999W451???337	2011	5	10
CU	#2 - Model Cities (and Division Office)	ST#2-4	1	Rheem	14AJM60A01	799W231019566	2010	5	10
CU	#2 - Model Cities (and Division Office)	ST#2-5	1	Rheem	14AJM60A01	?????	2011	5	10
CU	#10 - Sunny Isles	ST#10-1	1	Rheem	RA1636AJ1NB	W161911699	2019	3	12
CU	#10 - Sunny Isles	ST#10-2	1	Rheem	RA1636AJ1NB	W101908707	2019	5	12
CU	#10 - Sunny Isles	ST#10-3	1	Rheem	RA1436AJ1NA	W411604338	2016	3	10
CU	#13 - East Kendall	ST#13-1	1	Bryant	24ABR342A0031010	3707E01738	2007	3.5	8
CU	#13 - East Kendall	ST#13-2	1	Carrier	40RM-007-~H611HC	1307U09007	2007	6	8
CU	#13 - East Kendall	ST#13-3	1	Carrier	40RM-007-~H611HC	1307U09006	2007	6	8
CU	#15 - Key Biscayne	ST#15-1	1	Rheem	RHGL090ZL	F061003390	2010	7.5	10
CU	#16 - Homestead	ST#16-1	1	Carrier	24ACB760A30030	3711E01860	2011	5	10
CU	#16 - Homestead	ST#16-2	1	Carrier	24ACB760A30030	2911E19483	2011	5	10
CU	#16 - Homestead	ST#16-3	1	Carrier	24ACB748A30030	3711E01035	2011	4	10
CU	#16 - Homestead	ST#16-4	1	Intertek	4AC13L18P-8A	1914E31713	2014	1.5	10
CU	#16 - Homestead	ST#16-5	1	Intertek	4AC13L18P-8A	1916F37291	2016	1.5	10
CU	#24 - Kendall / Tamiami Airport	ST#24-1	1	Rheem	RACA14036AJ0000AA	F431600475	2016	3	10
CU	#30 - Miami Shores	ST#30-1	1	Rheem	RA1648AJ1NA	W091907845	2019	4	12
CU	#32 - Uleta	ST#32-1	1	Ruud	U8HC-14J0SFE	T M080400272	2004	2	8
CU	#32 - Uleta	ST#32-2	1	Ruud	U8HC-24J11SFB	T M2304 09626	2004	3.5	8
CU	#32 - Uleta	ST#32-3	1	Ruud	U8H-25J11SFC	T M230410182	2004	5	8
CU	#34 - Cutler Ridge	ST#34-1	1	Rheem	RA1436AJ1NA	W261725690	2017	3	11
CU	#34 - Cutler Ridge	ST#34-2	1	Rheem	13AJL36A01	7668W490900710	2009	3	8
CU	#34 - Cutler Ridge	ST#34-3	1	Rheem	13AJM48A01	8034W440907026	2009	4	8
CU	#39 - Port of Miami	ST#39-1	1	Rheem	RA1642AJ1NA	W371932058	2019	3.5	12
CU	#39 - Port of Miami	ST#39-2	1	Rheem	RA1642AJ1NA	W371932060	2019	3.5	12
CU	#39 - Port of Miami	ST#39-3	1	Rheem	RA1636AJ1NA	W461819076	2018	3	12
CU	#40 - West Miami	ST#40-1	1	Rheem	RARL-060JEC	7233W031200337	2012	5	10
CU	#40 - West Miami	ST#40-2	1	Rheem	RARL-060JEC	7233W481100107	2011	4	10
CU	#40 - West Miami	ST#40-3	1	Rheem	RARL-036JEZ	8631W211300550	2013	3	10
CU	#45 - Doral	ST#45-1	1	Rheem	RACA14024AJ0000AA	F261500576	2015	2	10
CU	#50 - Perrine (Palmetto Bay)	ST#50-1	1	Goodman	4AC14L24P	1916C00270	2016	2	10
CU	#50 - Perrine (Palmetto Bay)	ST#50-2	1	Rheem	RA1436AC1NB	W321727909	2017	3	10
CU	#50 - Perrine (Palmetto Bay)	ST#50-3	1	Rheem	RA1436AC1NB	W321727911	2017	3	10
CU	#50 - Perrine (Palmetto Bay)	ST#50-4	1	Intertek	4AC16L36P-50A	1918M22907	2018	3	12
CU	#51 - Honey Hill	ST#51-1	1	Rheem	RA1636AJ1NA	W4319207708	2019	3	12
CU	#51 - Honey Hill	ST#51-2	1	Rheem	RAWL-090CAZ	F291502191	2015	7.5	10
CU	#53 - Turnpike	ST#53-1	1	Rheem	RA1618AJ1NA	W341912611	2019	1.5	12
CU	#53 - Turnpike	ST#53-2	1	Rheem	RA1460BC1NB	W211941444	2019	5	12
CU	#53 - Turnpike	ST#53-3	1	Rheem	RA1460BC1NB	W211941441	2019	5	12
CU	#54 - Buncho Park	ST#54-1	1	Rheem	RA1460AC1NB	W321701424	2017	5	11
CU	#54 - Buncho Park	ST#54-2	1	Rheem	RA1460AC1NB	W331725958	2017	5	11
CU	#54 - Buncho Park	ST#54-3	1	Rheem	RA1624AJ1NA	W092022768	2020	2	12
CU	#55 - Saga Bay	ST#55-1	1	Rheem	13AJA60A01	7282N360601424	2006	5	8
CU	#55 - Saga Bay	ST#55-2	1	Goodman	GSC130421C8	1305070320	2005	3.5	8
CU	#55 - Saga Bay	ST#55-3	1	Intertek	4AC14L24P-6A	1916C00303	2016	2	10
CU	#56 - West Sunset	ST#56-1	1	Goodman	GSX1402251LB	1812078148	2012	2	10
CU	#57 - West Kendall	ST#57-1	1	Goodman	13ACD-024-230-15	1914L34305	2014	2	10
CU	#57 - West Kendall	ST#57-2	1	Goodman	4AC14L59P-6A	1916H01647	2016	5	10
CU	#57 - West Kendall	ST#57-3	1		GSC13060108	1308164799	2008	5	10
CU	#58 - Tamiami	ST#58-1	1	Trane	2TTR2024A1000AA	4504N793F	2004	2	8
CU	#58 - Tamiami	ST#58-2	1	Trane	2TTR2060B1000AA	4512M781F	2004	5	8
CU	#58 - Tamiami	ST#58-3	1	Rheem	RA1460AJ1NA	W231810325	2018	5	12
CU	#60 - Redland	ST#60-1	1	Trane	2TTR2024A1000AA	5033TSM4F	2005	2	8
CU	#60 - Redland	ST#60-2	1	Trane	2TTB2060A1000AA	5054WH33F	2005	5	8
CU	#60 - Redland	ST#60-3	1	Goodman	GSC130601DC	1408618022	2008	5	8
CU	#61 - Trail	ST#61-1	1	Trane	2TTR3024A1000AA	6421LLD5F	2006	2	8
CU	#61 - Trail	ST#61-2	1	Trane	2TTR3048A1000AA	7014S544F	2007	4	8
CU	#61 - Trail	ST#61-3	1	Trane	2TTR3060A1000AA	6403LA51F	2006	5	8
CU	#64 - Miami Lakes West	ST#64-1	1	Rheem	RASL-025JEC	8615W081300962	2013	2	10
CU	#64 - Miami Lakes West	ST#64-2	1	Rheem	RHGL-120ZM	F231405629	2014	10	10
CU	#65 - East Homestead	ST#65-1	1	Trane	2TTB3024A1000AA	728453F	2007	2	8
CU	#65 - East Homestead	ST#65-2	1	Trane	2TTB3060A1000AA	7264TP42F	2007	5	8
CU	#65 - East Homestead	ST#65-3	1	Trane	2TTB3060A1000AA	7284Y5A2F	2007	5	8
CU	#66 - Village of Homestead	ST#66-1	1	Trane	2TTR3024A1000AA	6382KJY5F	2006	2	8
CU	#66 - Village of Homestead	ST#66-2	1	Trane	2TTA0072A3000AA	7112PY72F	2007	6	8
CU	#66 - Village of Homestead	ST#66-3	1	Trane	2TTR3060A1000AA	6352KFJ4F	2006	5	8
CU	#69 - Doral North	ST#69-1	1	Carrier	24ACB760A300	4311E01718	2011	5	10
CU	#69 - Doral North	ST#69-2	1	Carrier	24ACB748A300	5010E11790	2010	4	10
CU	#69 - Doral North	ST#69-3	1	Carrier	24ACB760S300	4011E16962	2011	5	10
CU	#70 - Coconut Palm	ST#70-1	1	Trane	4TTV0048A1000AA	14331NWL1F	2014	4	11
CU	#70 - Coconut Palm	ST#70-2	1	Trane	4TTV0048A1000AA	14314KL11F	2014	4	11
CU	#70 - Coconut Palm	ST#70-3	1	Trane	4TTV0048A1000AA	1440H9X1F	2014	4	11
CU	#28 - Hialeah Gardens	ST#28-1	1	Goodman	GSC130241FA	1201045305		2	8
CU	#28 - Hialeah Gardens	ST#28-2	1	Goodman	GSC13060	1305???????		5	8
CU	#28 - Hialeah Gardens	ST#28-3	1	Goodman	38BRCH63??	4903E05317		1.5	8

Chillers

Equipment ID	Building	Equipment Label	Qty	MFG	Install Year	Tonnage
Chiller	Headquarters Maintenance Building	CH-1	1	York	2000	140
Chiller	Headquarters Maintenance Building	CH-2	1	York	2000	300
Chiller	Headquarters Maintenance Building	CH-3	1	York	2000	300

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. Cost Savings must equal the entire cost of the project, not just the amount financed.

1 DEFINITIONS

Capitalized words shall have the meanings ascribed to them in the Contract.

2 TERM AND TERMINATION

2.1 Guarantee Term. The Guarantee Term of this Guarantee Period shall commence on the first (1st) day of the First Guarantee Year and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Guarantee Term of this Guarantee Period is Twenty (20) 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 Equipment and Systems are properly maintained throughout the Guarantee Term, the County agrees that the Guaranteed Savings set forth herein is dependent upon the continuation of any existing Support Services agreements by Honeywell; provided, however, that the County 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. The County shall continue to contract with Honeywell for the Energy Auditing and analysis services set forth in this Contract for the entire duration of the Guarantee Term. Should this Contract, or other existing agreements covering equipment and services 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 Guarantee Term, the Guaranteed Savings 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 Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3 SAVINGS GUARANTEE

3.1 Guarantee Savings.

Honeywell guarantees to the County that the identified Facilities will realize the Guaranteed Savings and total energy and operational cost avoidance set forth in section 6 herein through the combined value of all ECMs over the Term of the Contract. In no event shall the Savings Guarantee provided herein exceed the Contract Price, total cost of the Support Services, and all costs associated with the Financing Agreement for the Work under this Contract.

3.1.1 Additional Savings Before Final Project Acceptance.

The accrual of guaranteed energy and operational cost avoidance set forth in section 6 herein shall commence upon the installation of and substantial use capability of each ECM for each facility. All energy and operational cost avoidance realized by the County 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 Energy Conservation Measures or Support Services provided by Honeywell, will be reported as part of the Post Installation Conditions Report ("PICR") that Honeywell provides the County, 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 the County 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. The County shall be entitled to retain all Excess Savings.

3.1.5 Savings Shortfalls. In the event that there is a Savings Shortfall in any Guarantee Year, Honeywell shall, upon receipt of written demand from the County, compensate the County the amount of any such Savings Shortfall, by check or wire transfer to the entity or account specified by the County in its written demand and which payment is due within forty-five (45) days of the County's written demand. Resulting timely compensation to the County of an amount equal to the Savings Shortfall shall be Honeywell's sole liability for any Savings Shortfall in any particular Guarantee Year. In case of a Savings Shortfall, Honeywell reserves the right, subject to the County's approval, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to the County or that do not result in or require any additional restrictions upon or responsibilities of the County, that will generate additional savings in future years of the Guarantee Term. Honeywell has the option of extending M&V analysis in accordance with the M&V Plan to verify successful performance.

3.1.6 RESERVED.

3.2 Savings Reconciliation Documentation. Honeywell will provide the County with a Guarantee Savings Reconciliation Report after each Guarantee Year within 45 days of the expiration of each Guarantee Year. The County will assist Honeywell in generating the Guarantee Savings Reconciliation Report by providing Honeywell with copies of all bills pertaining to Energy Costs within two (2) weeks following the County's receipt thereof, together with access to relevant records relating to such Energy Costs. The County 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 Savings Reconciliation Report will be made available to the County, along with such explanations and clarifications as the County may reasonably request.

3.2.1 Acceptance of Guarantee Savings Reconciliation Report. After receipt of the Guarantee Savings Reconciliation Report for each Guarantee Year, the County will have thirty (30) business days to review the Guarantee Savings Reconciliation Report and provide written notice to Honeywell of non-acceptance of the reported Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) business days of the receipt of the Guarantee Savings Reconciliation Report will deem it accepted by the County.

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 the County and agreed to by the County in a written document executed by both Honeywell and the County at any time during the Guarantee Term.

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 formula included in Schedule F and Exhibit 4, 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 in section 6 (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 County consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the County 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 County 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 County agrees that, by entering into this Contract, it will avoid future operational costs in at least this amount.

3.4 Base Year Adjustments. Honeywell, in collaboration and consultation with the County, may adjust the Baseline Period to reflect: changes in occupied square footage; changes in energy-consuming Equipment and Systems, including any repairs or improvements made to the Equipment and Systems as part of this Contract; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices materially and 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 materially and adversely affecting energy usage measurement.

3.4.1 Reserved.

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

3.4.3 Reserved.

3.5 Guarantee Adjustment.

Honeywell's Guaranteed Savings obligations under this Contract are contingent upon: (1) The County following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Schedules F, I and J; and (2) Honeywell's ability to render services not being impaired by a Force Majeure Event(s). To the extent the County materially defaults in or materially fails to perform fully any of its obligations under this Contract, Honeywell may, in its sole discretion, adjust its Guaranteed Savings obligation solely to provide for the results of such material default or material failure to perform by the County; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided the County with written notice of the County's default(s) or failure(s) to perform and the County 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. The County's Request for Qualifications, Honeywell's proposal, the Investment Grade Energy Audit and any other documents submitted by Honeywell to the County 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 County has chosen to purchase the scope of work set forth in Schedule A. The County accepts the Energy Guarantee and Schedule of Savings set forth herein, and agrees to the M&V plan presented in Schedule V.

5 THE COUNTY RESPONSIBILITIES PROVISIONS Honeywell's Guaranteed Savings is contingent upon the 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 Savings over the Guarantee Term of the contract is equal to or greater than **$19,214,187** as defined in the table below, or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. "Guaranteed Savings" are defined as the Total amounts that are no less than those set forth in the following table:

Year	Energy Savings	Operational Savings	Future Capital Cost Avoidance	Total Savings
Construction Period *	$183,026	$0	$0	$183,026
1	$327,728	$320,080	$259,300	$907,108
2	$337,560	$329,682	$259,300	$926,542
3	$347,687	$339,573	$259,300	$946,560
4	$358,117	$349,760	$259,300	$967,177
5	$368,861	$360,253	$259,300	$988,414
6	$379,927	$371,060	$259,300	$1,010,287
7	$391,324	$382,192	$259,300	$1,032,817
8	$403,064	$393,658	$259,300	$1,056,022
9	$415,156	$405,468	$259,300	$1,079,924
10	$427,611	$417,632	$259,300	$1,104,543
11	$419,333	$392,335	$0	$811,668
12	$431,913	$404,105	$0	$836,018
13	$444,870	$416,228	$0	$861,098
14	$458,216	$428,715	$0	$886,931
15	$471,963	$441,576	$0	$913,539
16	$486,122	$454,824	$0	$940,945
17	$500,705	$468,468	$0	$969,174
18	$515,726	$482,522	$0	$998,249
19	$531,198	$496,998	$0	$1,028,196
20	$254,042	$511,908	$0	$765,950
Totals	$8,454,151	$8,167,038	$2,593,000	$19,214,187

Honeywell guarantees the Savings during the Construction Savings Period in an amount of $183,026, based on the County's cooperation in the completion of ECM 1 Lighting and Controls Retrofit, ECM 2 Envelope Weatherization, and ECM 3 Water Conservation on a progress basis 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 is 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 County, and any baseline adjustments. The Guaranteed Savings are less than the projected or calculated 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	Thermal Year 1	Total Year 1
1	ECM 1 – LED Lighting	$183,331	$0	$0	$183,331
2	ECM 2 – Envelope Weatherization	$11,013	$0	$0	$11,013*
3	ECM 3 – Water Conservation	$0	$22,740	$99	$22,839
4	ECM 4 – DX Systems Rejuvenation	$4,692	$0	$0	$4,692*
5	ECM 5 – Chilled Water Optimization & High Efficiency Chiller	$68,083	$3,311	$0	$71,393
6	Air Handling Unit VFDs	$4,689	$0	$0	$4,689
7	Removed from Scope of Work	N/A	N/A	N/A	N/A
8a	Pool Pump VFDs and Smart Controller	$2,597	$0	$0	$2,597
8b	Onsite Hypochlorite for pool	$0	$0	$0	$0
9a	Headquarters Complex BMS	$14,157	$0	$0	$14,157
9b	Demand Controlled Ventilation	$4,729	$0	$0	$4,729
10	Headquarters Generators Replacement	$0	$0	$8,288	$8,288
11	Removed per the County	N/A	N/A	N/A	$0
12	HVAC Replace FCUs and OA Ductwork	$0	$0	$0	$0
	Totals	**$293,292**	**$26,050**	**$8,386**	**$327,728**

*Energy Savings taken only for first 10-years

The Baseline for all buildings is defined as April 2019 through March 2020. The County 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. The County

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 is 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 as part of the Schedule of Savings table above are deemed satisfied upon contract execution. The County 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 County agrees that, by entering into this Contract, it will avoid future operational costs in at least these amounts.

The County 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. The County agrees that Baseline adjustment is stipulated to be an escalation of 3% per year for operational costs used in the determination of operational cost avoidance each year.

ECM #	Operational Savings Description	Cost Avoidance Category*	1st Year Avoidance
1	LED Lighting	O & M	$24,933
2	Envelope Weatherization	O & M	$0
3	Water Conservation	O & M	$1,724
4	DX Systems Rejuvenation	O & M	$28,146
5	Chilled Water Optimization & High Efficiency Chiller	O & M	$19,140
6	Air Handling Unit VFDs	O & M	$0
7	Removed from Scope of Work	N/A	N/A
8a	Pool Pump VFDs and Smart Controller	O & M	$0
8b	Onsite Hypochlorite for pool	O & M	$15,000
9a	Headquarters Complex BMS	O & M	$110,515**
9b	Demand Controlled Ventilation	O & M	$0
10	Headquarters Generators Replacement	O & M	$120,621***
11	Removed per the County	O & M	$0
12	HVAC Replace FCUs and OA Ductwork	O & M	$0
	Future Capital Cost Avoidance	Capital Cost Avoidance	$259,300
	Totals		**$579,380**

* **O&M**: operations and maintenance.
**Annual avoided cost of maintaining Siemens BMS Contract
***Full-time equivalent cost avoidance and maintenance savings

6.4 RESERVED.

7 GUARANTEE SAVINGS MEASUREMENT AND VERIFICATION PLAN

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

7.1 Measurement and Verification Methodology(s):

ECM	Energy Savings Verification Methodology Option
ECM 1 – LED Lighting	A
ECM 2 – Envelope Weatherization	A
ECM 3 – Water Conservation	A
ECM 4 – DX Systems Rejuvenation	A
ECM 5 – Chilled Water Optimization & High Efficiency Chiller	B
ECM 6 – Air Handling Unit VFDs	A
ECM 7 – Removed from Scope of Work	N/A
ECM 8a – Pool Pump VFDs and Smart Controller	A
ECM 8b – Onsite Hypochlorite for pool	Stipulated
ECM 9a – Headquarters Complex BMS	A
ECM 9b – Demand Controlled Ventilation	A
ECM 10 – Headquarters Generators Replacement	Stipulated
ECM 11 – Removed per the County	N/A
ECM 12 – HVAC Replace FCUs and OA Ductwork	N/A

A description of ECM specific M&V plans is attached hereto and incorporated in Schedule V.

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 – Honeywell BMS Services Agreement

Exhibit 6 – Honeywell License Agreement

SCHEDULE D

Compensation to Company and Deliverables

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

1.1 Payment shall be made or an objection to payment issued within twenty (20) business days of the County's receipt of a proper invoice as set forth in chapter 218, Florida Statutes. If issues surrounding lack of payment are not remedied within ten (10) business days thereafter, Company may suspend all Work until payment is made.

Total payments are: **$9,991,256.00** which constitutes the Contract Price

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

	Amount Due
Within five (5) business days of the closing of Third-party financing (30%)	$2,997,377
Monthly progress payments less 5% retainage (65%)	$6,494,316
Partial Release of Retainage upon final completion and MDFR acceptance for each ECM (5%)	$499,563

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 accordance with the Financing Agreement. Consistent with section 255.078 Florida Statutes, County may retain 5% of payments otherwise due until work is complete for each ECM. Retainage will be released on a per ECM basis upon completion of that ECM.

Within five (5) business days of the closing of third-party financing by the County and provided that Honeywell is otherwise in compliance with all other terms and conditions of the Contract and had provided all deliverables required by such date including the delivery of the invoice for the thirty percent down payment and performance and payment bonds, the County shall issue to Honeywell a notice to proceed and provide Honeywell with the initial 30% payment set forth above. Honeywell shall not commence the Work prior to receipt of the notice to proceed. Honeywell's price is subject to the closing of the financing by the County and a notice to proceed being issued by the County by August 4, 2021.

1.3 Escrow Account:

The County has agreed to deposit the funds in the amount of the Contract Price in escrow to an escrow account at a financial institution satisfactory to both the Company and the County ("Escrow Agent"). All expenses to establish the Escrow Account shall be the complete responsibility of the County and the County will receive all interest earnings from the Escrow Account. Company will submit periodic invoices to the County based on the progress payments in accordance with the Schedule of Values. The County shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. Funds released from the Escrow Account will be transferred directly to Honeywell to satisfy the payment requirements in Section 1.1 herein and in accordance with the approved Schedule of Values attached as Exhibit 1. The County's placement of funds in the Escrow Account in an amount equal to or greater than the Contract Price stated in Section 1.1 above shall be a condition precedent to Company's obligation to perform or to continue the performance of the Work. If the Contract Price is not secured and placed into the Escrow Account within 30 days of the execution of this Contract, this Contract shall be null and void and of no further force or effect. This 30-day funding period may be extended as mutually agreed in writing by the Parties but in no event by more than 180 days. The County has not and

shall not authorize Company to proceed with the Work prior to the receipt of the Contract Price resulting from the Financing Agreement.

2. The following payment schedule has been established for Maintenance and M&V Support Services:

2.1 Honeywell will issue the first invoice for the Support Services on the 1st of the month following the date of Final Project Acceptance and prior to commencement of the Support Services. County shall pay Honeywell the payments for the Support Services in accordance with the below Company Service Agreement Summary.

2.2 Following the first invoice, Honeywell will submit **Quarterly** invoices to the County in advance for Support Services to be performed during the subsequent quarter, and payment shall be due within forty-five (45) days after County's receipt of a proper invoice as set forth in chapter 218, Florida Statutes. In the event County fails to make payment within forty-five (45) days after receipt of a proper invoice, the County shall pay, as late charges, any interest assessed for untimely payment in accordance with the timing, amounts and procedures set forth in chapter 218, Florida Statutes.

COMPANY SERVICE AGREEMENT SUMMARY

Service Location Name:	Various locations, refer to Schedule K
Service Location Address:	Various locations, refer to Schedule K
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) BMS Service and Generator Maintenance and Monitoring Services Agreement (See Exhibit 5)
Contract Term:	Twenty (20) years from Commencement Date
Contract Effective Date:	on the Commencement Date
Price for Year 1:	One hundred and ninety-five thousand and nine-hundred and forty-one dollars ($195,941).
Payment Terms:	Quarterly in advance

☐ Sales Tax will be invoiced separately the Price ☐ Use Tax is included in ☒ This sale is tax exempt

Annualized Service Agreement Costs

Guarantee Year	M&V Service Agreement	BMS Service Agreement	Generator Maintenance and Monitoring Agreement	Total
1	$25,126	$143,300	$27,515	$195,942
2	$25,880	$147,599	$28,340	$201,819
3	$26,656	$152,027	$29,191	$207,874
4	$27,456	$156,588	$30,066	$214,110
5	$28,280	$161,285	$30,968	$220,533
6	$29,128	$130,186	$31,897	$191,211
7	$30,002	$134,092	$32,854	$196,948
8	$30,902	$138,114	$33,840	$202,856
9	$31,829	$142,258	$34,855	$208,942
10	$32,784	$146,525	$35,901	$215,210
11	$33,767	$150,921	$36,978	$221,666
12	$34,780	$155,449	$38,087	$228,316
13	$35,824	$160,112	$39,230	$235,166
14	$36,898	$164,916	$40,407	$242,221
15	$38,005	$169,863	$41,619	$249,487
16	$39,145	$174,959	$42,867	$256,972
17	$40,320	$180,208	$44,153	$264,681
18	$41,529	$185,614	$45,478	$272,622
19	$42,775	$191,183	$46,842	$280,800
20	$44,059	$196,918	$48,248	$289,224
Total	$675,145	$3,182,117	$739,338	$4,596,602

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 stipulated operation, maintenance and capital savings have been negotiated and agreed upon by the parties and there is no need for annual verification of the stipulated savings set forth in Schedules C and V.

C. Utility Rates. The Utility Rates shall be the greater of (i) the base period utility unit costs set forth in Exhibit 3 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. Utility rates can be found in Exhibit 3.

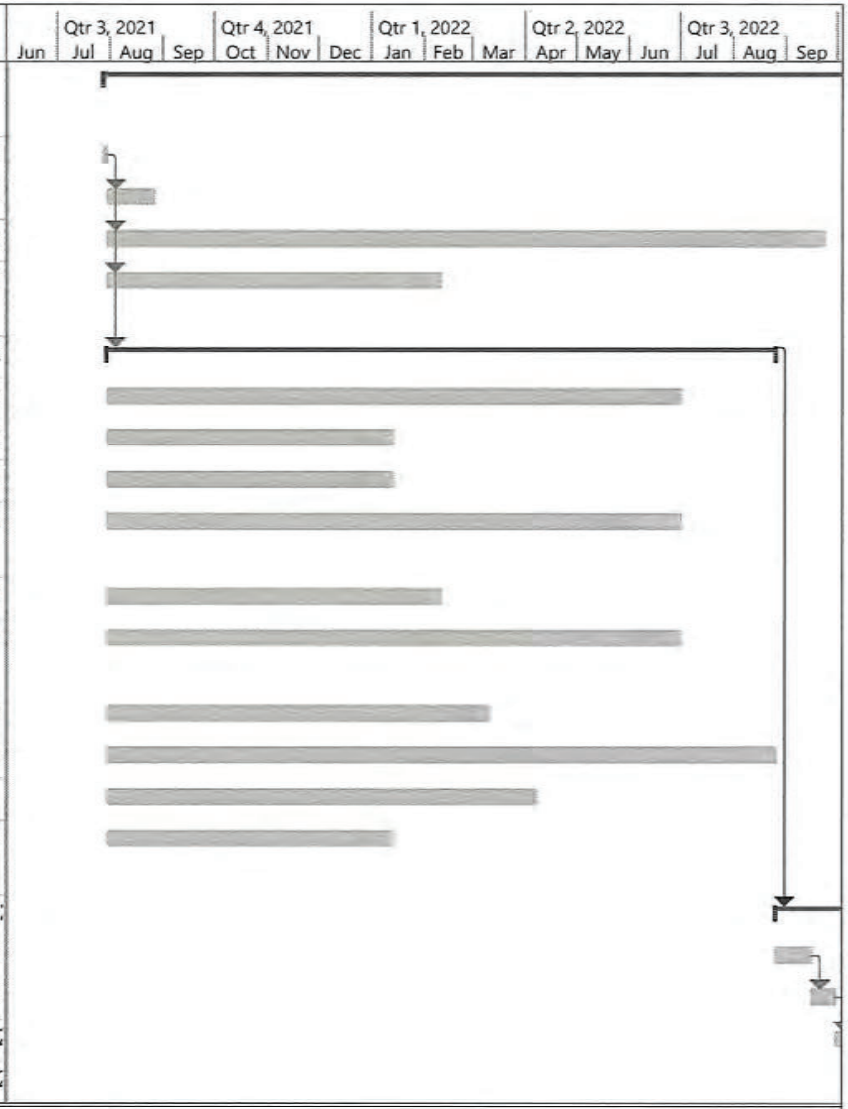
D. Adjustments. § 489.145 (4)(c) Florida Statutes, requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in this Contract, including without limitation in Section 11, and Schedules C, H, and J.

Schedule G

Construction and Installation Schedule

The following schedule is based upon the Contract being signed and the financing being secured by August 4, 2021. Should either event be delayed beyond August 4, 2021 the dates set forth in the schedule below will be adjusted based on the effective date of the Contract and the date MDFR issues a notice to proceed in accordance with Schedule D by an amount equal to the number of days beyond August 4, 2021 necessary for the Contract to be signed and/or for the financing to be secured. The schedule below illustrates the achievement of all major project milestones, tasks, and associated responsibilities included in the Scope of Work. A more robust schedule will be provided after the construction kick-off meeting, and prior to beginning construction after conferring and agreeing to access requirements, equipment shutdown schedules, and working hours to limit impact to MDFR operations.

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Miami Dade Fire Rescue Energy Savings Performance Contract Construction Schedule**	**327 days**	**Wed 7/28/21**	**Thu 10/27/22**
2		1. Signed Contract	2 days	Wed 7/28/21	Thu 7/29/21
3		2. Project Startup	1 mon	Fri 7/30/21	Thu 8/26/21
4		3. Engineering and Management	15 mons	Fri 7/30/21	Thu 9/22/22
5		4. Field Engineering and Equipment Ordering	7 mons	Fri 7/30/21	Thu 2/10/22
6		**5. Installation**	**280 days**	**Fri 7/30/21**	**Thu 8/25/22**
7		5.1 ECM 1 LED Lighting	12 mons	Fri 7/30/21	Thu 6/30/22
8		5.2 ECM 2 Building Envelope	6 mons	Fri 7/30/21	Thu 1/13/22
9		5.3 ECM 3 Water Conservation	6 mons	Fri 7/30/21	Thu 1/13/22
10		5.4 ECM 5 CHW Optimization and Chiller Plant Improvements	12 mons	Fri 7/30/21	Thu 6/30/22
11		5.5 ECM 6 AHU VFD's	7 mons	Fri 7/30/21	Thu 2/10/22
12		5.6 ECM 7 Healthy Buildings - Bipolar Ionization	12 mons	Fri 7/30/21	Thu 6/30/22
13		5.7 ECM 8 Pool Efficiency Measures	8 mons	Fri 7/30/21	Thu 3/10/22
14		5.7 ECM 9 HQ BMS	14 mons	Fri 7/30/21	Thu 8/25/22
15		5.8 ECM 10 HQ Generators	9 mons	Fri 7/30/21	Thu 4/7/22
16		5.10 ECM 12 HQ FCU Replacements and OA Ductwork	6 mons	Fri 7/30/21	Thu 1/13/22
17		**6. Final Project Closeout**	**45 days**	**Fri 8/26/22**	**Thu 10/27/2**
18		Final Punch list	15 days	Fri 8/26/22	Thu 9/15/22
19		Final Walkthroughs	10 days	Fri 9/16/22	Thu 9/29/22
20		As-Built Documentation	10 days	Fri 9/30/22	Thu 10/13/2
21		Final Training and Closeout	10 days	Fri 10/14/22	Thu 10/27/2



Project: MDFR_PreliminaryCons
Date: Wed 6/2/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

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 Usage or Demand and for calculating adjustments to the Baseline for changes in facility operation that occur during the Guarantee Period. Honeywell and MDFR agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Baseline Period specified in this Contract.

The Baseline Period for all buildings is defined as April 2019 through March 2020. The Baseline is defined herein and elsewhere in the Contract, including without limitation in Schedules C, J, and K, and Exhibits 3, and 4.

The parameters and/or variables used to define the Baseline and/or Baseline Usage or Demand are stipulated as described in this Contract, including without limitation in **Exhibit 3 "Baseline"** and **Exhibit 4 "Savings Calculations"** attached hereto and incorporated herein.

Schedule I

Standards of Comfort

The Equipment and Systems will be maintained and operated in a manner that will provide the standards of comfort for heating, cooling, hot water, and lighting as described in Exhibits 2, 3 and 4:

GUARANTEE PERIOD Operating Parameters of the Equipment and Systems after completion of Work. With the exception of the obligations and responsibilities for which Honeywell is solely responsible as specifically set forth in this Agreement during the Guarantee Period, including but not limited to Support Services, warranties and M & V Support Services, MDFR agrees to operate, or cause to affect the operation of the Equipment and Systems in such manner that is in accordance with the Energy and Operational Cost Avoidance Guarantee Practices. On an ECM-specific basis, the Equipment and Systems' operations during the Guarantee Period shall be the same as may specifically be set forth in Exhibits 2, 3 and 4 to 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 Energy and Operational Cost Avoidance Guarantee Practices are stipulated as described in this Contract, including without limitation in Exhibits 2, 3, and 4, which are incorporated herein.

Honeywell determined that the Baseline temperature setpoints are as set forth below in the table labeled "existing". Honeywell and MDFR agree that the Savings are based on the temperature setpoints set forth in the table labeled "proposed".

	EXISTING			
Building	Occupied Heating Temperature (°F)	Unoccupied Heating Temperature (°F)	Occupied Cooling Temperature (°F)	Unoccupied Cooling Temperature (°F)
Headquarter Offices	68.0	68.0	72.0	72.0
Headquarter Maintenance Bldg	68.0	68.0	72.0	72.0
Training Facility Building A	68.0	68.0	72.0	72.0

	PROPOSED			
Building	Occupied Heating Temperature (°F)	Unoccupied Heating Temperature (°F)	Occupied Cooling Temperature (°F)	Unoccupied Cooling Temperature (°F)
Headquarter Offices	68.0	68.0	72.0	78.0
Headquarter Maintenance Bldg	68.0	68.0	72.0	78.0
Training Facility Building A	68.0	68.0	72.0	78.0

Schedule J

County's Responsibilities

MDFR RESPONSIBILITIES; GENERAL PROVISIONS

A. Equipment Subject to these Provisions. Equipment and Systems affecting the Guaranteed Savings are:

1. Equipment provided as per Schedule A – Scope of Work;
2. Modifications made to existing equipment as outlined in Schedule A – Scope of Work; and
3. Existing or new equipment consuming energy or water via utility meters but not provided or modified under this Agreement, and which can reasonably be expected to result in a Material Change (as such term is defined below).

B. MDFR Maintenance and Replacement Responsibilities. During the term of the Support Services Agreement, for all Equipment affecting the Guaranteed Savings as identified in section A above and except for that Equipment covered under the Support Services, M & V Support Services, and warranty obligations of Honeywell, MDFR 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, MDFR 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, MDFR 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. MDFR 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. MDFR shall be responsible to investigate and correct any reported deficiencies not covered under the Support Services Agreement. Failure of MDFR to operate the equipment per the specifications, repair any deficiencies in a timely manner, and perform the ongoing maintenance functions in accordance with the Energy and Operational Cost Avoidance Guarantee Practices during the Guarantee period will be treated as a default that may, following notice and an opportunity to cure, allow Honeywell to adjust the Guarantee accordingly if such defaults materially and adversely impact Honeywell's ability to realize the Guaranteed Savings.

MDFR shall also be responsible for maintaining a preventative maintenance service contract for central plant equipment for the 20-year term of this contract.

C. Facility Operational Changes. Except in the case of emergencies, MDFR agrees it will not without:

1. providing notice in accordance with section D below or as soon as is practicable under the circumstances to an Authorized Representative of Honeywell, make any material and adverse deviations 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 material and adverse deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; and

2. the consent of an authorized representative of Honeywell, put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Operational Cost Avoidance Guarantee Practices.

In such events and provided that Honeywell's ability to realize the Guaranteed Savings is materially and adversely impacted, Honeywell shall be entitled to reduce its Guaranteed Savings, in consultation with MDFR, to account for the material and adverse deviations from the Energy and Operational Cost Avoidance Guarantee Practices.

D. MDFR Reporting Responsibilities. MDFR shall report to Honeywell in writing within fifteen (15) days of the following changes or events:

1. any material deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices;
2. assumption by MDFR (for longer than a temporary instance) of manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Operational Cost Avoidance Guarantee Practices.
3. any additional energy source or material change in existing energy source or supplier that the MDFR may negotiate during the term of this Guarantee and/or,
4. any Material Change (as defined below) in system or equipment status, including replacement of, addition to, or modification of existing energy and/or water consuming systems or equipment and/or,
5. for any reason any Facility and/or utility meter covered under this Agreement is materially unoccupied, closed, or discontinued

E. "**Material Change**" is defined as any change in the following which reasonably could be expected to increase or decrease Energy or Operational Costs at a Facility by a value more than five percent (5%) of the Guaranteed Savings per utility meter or submeter, as applicable:

1. manner of use of the Facility by MDFR;
2. hours of operation of any equipment, building or energy system contained in the Facility;
3. hours of occupancy of the Facility;
4. changes in structure of the Facility;
5. addition of new energy consuming equipment used in the Facility as well as modifications of Equipment and Systems installed as a result of this Contract; or
6. any other conditions materially affecting energy use in the Facility.

F. 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.

1. If for any reason any facility and/or utility meter covered under this Contract is materially unoccupied, closed, or discontinued, MDFR shall promptly notify Honeywell within fifteen (15) days of this change. The savings will be deemed realized for such facilities or meters.

2. Honeywell's Guaranteed Savings obligations under this Contract are contingent upon: (1) MDFR following the Energy and Operational Cost Avoidance Guarantee Practices set forth in this Contract; (2) no alterations or additions being made by MDFR to any of the Equipment and Systems without prior notice to Honeywell; and (3) Honeywell's ability to render services not being impaired by Force Majeure Events. To the extent MDFR defaults in or fails to perform fully any of its obligations under this Contract and such default materially and adversely impacts Honeywell's ability to realize the Guaranteed Savings, Honeywell may adjust its Guaranteed Savings

obligation; provided, however, that no adjustment hereunder shall be effective unless Honeywell has first provided MDFR with written notice of MDFR's default(s) or failure(s) to perform and MDFR has failed to cure its default(s) or failure(s) to perform within thirty (30) days after the date of such notice.

G. MDFR Granted Access for Remote Diagnostics. MDFR shall allow Honeywell to perform remote diagnostics on all Equipment and Systems associated with the Guaranteed Savings for operational compliance with the manufacturer's specifications, and the requirements contained herein. Access shall include the building automation systems' front end. MDFR is responsible for implementation and costs for remote Honeywell access through MDFR'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:

1. Dial-In Remote Access (if required): MDFR shall undertake the 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.
2. TCP/IP Remote Access: MDFR will provide remote Honeywell access through MDFR'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.

H. MDFR Provided Documentation. It will be the responsibility of the MDFR to provide to the M&V specialist on a minimum monthly basis (upon request):

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 MDFR initiated changes in equipment setpoints, start/stop conditions, usage patterns.
4. Records of MDFR 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.

I. MDFR Rebate Responsibilities. It is understood that all energy rebates and/or refunds are the result of agreements between MDFR and the applicable 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.

Schedule K

Honeywell's Maintenance Responsibilities and Training

Description of Services provided as referenced in Schedule D and Exhibit 5

A Additional Terms and Conditions for Support Services

1. Working Hours. Unless otherwise stated, all labor and services under the Honeywell Support Services Agreement 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 MDFR 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 MDFR.
2. MDFR agrees to provide access to all Equipment and Systems. 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) in order to provide its required services under the Support Services Agreement and as arranged with MDFR'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. MDFR 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 Equipment and System, or any component thereof, is materially and adversely 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. MDFR retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the Equipment and Systems.
6. MDFR will promptly notify Honeywell of any malfunction in the Equipment and Systems included under this Contract that comes to MDFR'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) Support Services as described herein and in Schedule C and Schedule V.
8. Remote Diagnostics – MDFR shall allow Honeywell to perform remote diagnostics on all Equipment and Systems 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 Costs avoidance is satisfied upon MDFR'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 MDFR and SUPPLIER(s). Honeywell does not assure the provision of gas or electricity, and all incentives and payments associated with the Contract(s) between MDFR 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 MDFR 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 MDFR from utility companies is limited to those identified during contract negotiation and during installation. Assisting MDFR 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 Costs 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.
14. Training - Honeywell will facilitate user training sessions specific to the systems being installed. This training will be intended to familiarize building operators with the energy conservation measures installed, not to provide general knowledge training. Honeywell will provide training on installed ECMs to ensure the continued viability of equipment and that the optimal level of energy savings performance is achieved for the entire energy savings performance contract project.

B. Description of Measurement and Verification Services

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

1.1 Scope – Honeywell will implement Energy Auditing and Analysis Services for MDFR's Facilities, 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**
Headquarters Complex	Acct# 2684076462 Meter# SV967V0	Acct# 2889561724, 4246426647, 9471644200, 2631827318, 9185254283 & 8106693790	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation ECM 5 – CHW Optimization and Chiller Replacement ECM 6 – Air Handling Unit VFDs ECM 7 – Removed from Scope ECM 8a – Pool Pump VFD & Smart Controller ECM 8b – Onsite Hypochlorite ECM 9 – Headquarters BMS ECM 10 – Headquarters Generators Replacement ECM 12 – HVAC FCU and OA Replacement	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 and 1.4.4 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS #2 – Model Cities	Acct# 8947469311 Meter# KU51628	Acct# 6471644200, 7893177902 & 7893177902	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1/4/2 1.4.1/1/4/2 1.4.1/1/4/2
FS#3 Tropical Park	Acct# 8642621125 Meter# KL27042	Acct# 8261058200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#7 West Little River	Acct# 2025997350 Meter# KEL5332	Acct# 2571644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#10 Sunny Isles	Acct# 6991210011 Meter# KU58036	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#13 East Kendall	Acct# 5846217072 Meter# KU58461	Acct# 136289268, 2021104300 & 7954726535	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2

List of Covered Facilities, Meters, ECMs by Service Offering (cont.):

(a)	(b)		(c)	(d)
Facility	**Electric Account**	**Water Account**	**ECMs associated with facility's meters**	**Related M&V Offering Subsection**
FS#14 South Miami	Acct# 1700302506 Meter# KLL4528	Acct# 1261058200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#15 Key Biscayne	Acct# 5711476043 Meter# KJ33990	Acct# 5541644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.42 1.4.1/1.4.2
FS#16 Homestead	Acct# 001025307-000361167 Meter# 58020588	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#24 Kendall / Tamiami Airport	Acct# 5952646254 Meter# KV37628	Acct# 2541644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#28 Hialeah Gardens	Acct# 4688603259 Meter# KCJ2652	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#30 Miami Shores	Acct# 1798909162 Meter# KE80891	Acct# 3571644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#32 Uleta	Acct# 3656304486 Meter# KLL7254	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.11/4/2 1.4.11.4.2
FS#34 Cutler Ridge	Acct# 1403870957 Meter# KT32341	Acct# 7745958320	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#39 Port of Miami	Acct# 9458337442 Meter# KLL4954	Acct# 8285156308 & 9620553196	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#40 West Miami	Acct# 5497357250 Meter# KLL4342	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#42 Fisher Island	Acct# 1710191337 Meter# KLL1959	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2

List of Covered Facilities, Meters, ECMs by Service Offering (cont.):

(a)	(b)		(c)	(d)
Facility	**Electric Account**	**Water Account**	**ECMs associated with facility's meters**	**Related M&V Offering Subsection**
FS#43 Richmond	Acct# 5158577972 Meter# KQ32305	Acct# 541644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#44 Palm Springs North	Acct# 920160090 Meter# KLL2122	Acct# 6090156200 &3090156200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#45 Doral	Acct# 309350106 Meter# KEL1980	Acct# 560156200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#46 Medley	Acct# 596508523 Meter# KLL1417	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#47 Westchester	Acct# 5076959179 Meter# KCJ2647	Acct# 2261058200 & 8531058200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#48 Fontainbleau	Acct# 4365134321 Meter# KLL1877	Acct# 9460156200 & 8460156200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#49 Pinecrest	Acct# 927724211 Meter# ACD2936	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#50 Perrine (Palmetto Bay)	Acct# 8066053102 Meter# KLL8171	Acct# 6571644200 & 7571644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#51 Honey Hill	Acct# 3841953015 Meter# KLL0029	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#52 South Miami Heights	Acct# 7236161092 Meter# KLL4242	Acct# 7441644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#53 Turnpike	Acct# 6051619291 Meter# KLL4527	Acct# 4441644200 & 5441644200	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#54 Bunche Park	Acct# 4302808599 Meter# KLL1824	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2

List of Covered Facilities, Meters, ECMs by Service Offering (cont.):

(a)	(b)		(c)	(d)
Facility	**Electric Account**	**Water Account**	**ECMs associated with facility's meters**	**Related M&V Offering Subsection**
FS#55 Saga Bay	Acct# 1491829022 Meter# KLL8073	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#56 West Sunset	Acct# 1190499341 Meter# KLL4367	Acct# 3101546757 & 1657959202	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#57 West Kendall	Acct# 4304986435 Meter# KLL4092	Acct# 9056814194 & 6778688718	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1,4,2 1.4.1/1.4.2 1.4.1/1.4.2
FS#58 Tamiami	Acct# 4829237496 Meter# KLL2666	Acct# 5903098099 & 8552482843	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#60 Redland	Acct# 8365115255 Meter# KU31556	Acct#	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization	1.4.1/1.4.2 1.4.1/1.4.2
FS#61 Trail	Acct# 1256598341 Meter# KU32083	Acct# 8828462652	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#64 Miami Lakes West	Acct# 7763812430 Meter# KU53289	Acct# 7753895977 & 1936423155	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#65 East Homestead	Acct# 9250487395 Meter# KLL9609	Acct# 001025307-000358279	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#66 Village of Homestead	Acct# 672464246 Meter# KLL8352	Acct# 001025307-000184505	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#69 Doral North	Acct# 6980581075 Meter# KU51114	Acct# 4500665232 & 4896854561	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2
FS#70 Coconut Palm	Acct# 7995681496 Meter# KU31941	Acct# 8385255246 & 3653170556	ECM 1 – LED Lighting ECM 2 – Envelope Weatherization ECM 3 – Water Conservation ECM 4 – DX Systems Rejuvenation	1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2 1.4.1/1.4.2

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 MDFR maintenance responsibilities set forth in Schedule J, are not included. It is understood that it will be the

responsibility of the MDFR to investigate and correct any deficiencies not covered under the Support Services, the M & V Support Services, or Honeywell's warranties.

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 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 Final Project Acceptance of the Work by MDFR; and (iii) the determination of the Savings of Energy Costs 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 MDFR 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 Costs Savings for the Construction Savings Period will be determined based on the Energy Costs Savings calculations, pre and post Retrofit measurement data, and MDFR's acceptance of the following ECMs:

ECM-1 LED Lighting

ECM-2 Envelope Weatherization

ECM-3 Water Conservation

ECM-4 DX System Rejuvenation

ECM-6 Air Handling Unit VFDs

ECM-7 Removed from Scope

ECM-8a Pool Pump VFDs and Smart Controller

ECM-8b Onsite Hypochlorite for pool

ECM-9a Headquarters Complex BMS

ECM-9b Demand Controlled Ventilation

ECM-10 Headquarters Generators Replacement

ECM-11 REMOVED AT THE REQUEST OF THE CUSTOMER

ECM-12 HVAC Replace FCUs and OA Ductwork

Pre/post Retrofit measured data will be input to the Savings calculations, and the Energy Costs Savings for the Construction Savings Period will be determined by dividing annual ECM Energy Costs Savings by 12 (months) and multiplying the monthly savings by the number of months that the ECM has been installed and is providing substantial benefit to the MDFR prior to the date of Final Project Acceptance. Construction Period Savings will be reported in the PICR and will be referenced in the first annual M&V report.

☒ **1.4.2 <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 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 MDFR's facility for the First Guarantee Year only. Honeywell will apply RIM methods on an ECM specific basis (i.e., isolated to the retrofit) and Energy Costs 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 Honeywell 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 MDFR to provide an economical reconciliation method and to minimize the interactive effects on the determination of cost avoidance due changes to the Facilities from the Baseline.

Honeywell will conduct walk-through observations of the ECMs noted under work coverage for this section (see below). It will be the responsibility of MDFR to investigate deficiencies beyond the contracted site visit frequency and to correct them.

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 MDFR 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 ECMs from original installed conditions.
4. Record observations about the current status of the building (i.e. occupancy, use), compare to MDFR 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 MDFR 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 Costs avoidance for every Guarantee Year is quantified based on the Energy Costs avoidance determined in the First Guarantee Year multiplied by the applicable energy rate as defined in Exhibit 4.

Work Coverage:

ECM-1 LED Lighting

ECM-2 Envelope Weatherization

ECM-3 Water Conservation

ECM-4 DX System Rejuvenation

ECM-6 Air Handling Unit VFDs

ECM-7 Removed from Scope

ECM-8a Pool Pump VFDs and Smart Controller

ECM-8b Onsite Hypochlorite for pool

ECM-9a Headquarters Complex BMS

ECM-9b Demand Controlled Ventilation

ECM-10 Headquarters Generators Replacement

ECM-12 HVAC Replace FCUs and OA Ductwork

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

☐ **1.4.3 RESERVED**

☒ **1.4.4 Retrofit Isolation Energy Audit for Option B Verified ECMs** – HONEYWELL will provide Retrofit Isolation Methodology (RIM) with Pre and Post Retrofit Measurement energy guarantee auditing services as detailed in Schedule C for specific Conservation Measures (ECMs) identified in Schedule C, as using *Option B* methodologies for Measurement and Verification. Honeywell will provide a determination of the quantity of energy avoidance of MDFR'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 Costs avoidance for a Guarantee Year will be quantified and summarized by Honeywell 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 MDFR 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.

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 by Honeywell 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-5 Chilled Water Optimization and High Efficiency Chiller	Chiller power efficiencies, current and runtime; supply and return temperatures;	% efficiency Amp Hours Degree F	30-minute interval	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Chilled Water Optimization and High Efficiency Chiller	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

Location	ECM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
Refer to Schedule A	ECM-5 Chilled Water Optimization and High Efficiency Chiller	Chilled Water Supply Temperature at impacted Cooling Coils	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Chilled Water Optimization and High Efficiency Chiller	Chiller Water Return Temperature at Impacted Cooling Coils	Deg F	15 min.	BAS	Remote BAS access required
Refer to Schedule A	ECM-5 Chilled Water Optimization and High Efficiency Chiller	Chilled Water Supply Pressure	Differential pressure	15 min.	BAS	Remote BAS access required

Data collected will be analyzed and reviewed by Honeywell and will present observations and recommendations to the MDFR as appropriate. It will be the responsibility of the MDFR to investigate deficiencies beyond the contracted site visit frequency and to correct them.

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 Costs avoidance for every year of the Guarantee Period is quantified based on the Energy Costs avoidance determined each Guarantee Year multiplied by the applicable energy rate as defined in Schedule C. It is the responsibility of the MDFR to provide copies of utility bills for the meters affected by the ECMs upon request, for the purposes of calculating the current utility prices only. If MDFR fails to provide utility data within two weeks of Honeywell's request, the Baseline's energy costs as defined in Schedule C and Schedule H will be used.

Work Coverage: ECM-5 Chilled Water Optimization & High Efficiency Chiller

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

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

Schedule L

Financing Agreement

To be determined upon finalization of financing by MDFR.

Schedule M

Performance Bond

Left Blank Intentionally

Schedule N

Certificate of Acceptance Investment Grade Audit

Not Applicable

Schedule O

Projected Cash Flow

PROJECT NAME: Miami Dade Fire Rescue Energy Savings Performance Contract
LOCATION: Miami, Florida

MDFR 20-year CASHFLOW MODEL FOR $9.9M PERFORMANCE CONTRACT - 06.17.21

			Escalation Rate
Honeywell Project Price:		$9,899,350	
Owner-Direct purchase of Generators		$393,000	
Closing Costs (tax exempt)		$72,000	
Total Project Cost:		$10,708,850	
Amount Financed:		$10,708,850	
Term (Years)		20	
Payments per Year		1	
Interest Rate		2.45%	
Total Interest Over the Term			
Annual Energy Savings (Year one)		$537,720	3.00%
Operational Savings and Capital Savings		$736,000	7.00%
M&V Ongoing Service Contract		$28,125	3.00%
EMS Service Contract		$112,500	3.00%
EMS Forge Contract		$31,000	3.00%
Generator Maintenance		$27,000	3.00%
Chiller Maintenance Service Contract		$34,500	3.00%

Cash Flow Analysis

Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
ECM Energy Savings		$0	$537,720	$537,720	$547,007	$558,147	$569,881	$579,827	$591,324	$603,094	$615,156	$627,511	$640,333	$653,913	$666,672	$680,216	$693,952	$708,122	$722,725	$737,725	$753,735	$769,040	$13,257,729
Operational and Future Capital Savings		$0	$736,000	$758,080	$780,822	$804,247	$828,374	$853,225	$878,822	$905,187	$932,342	$960,313	$989,122	$1,018,796	$1,049,360	$1,080,841	$1,113,266	$1,146,664	$1,181,064	$1,216,496	$1,252,991	$1,290,581	$19,167,728
Future Capital Cost Avoidance (generators)			$393,300	$393,300	$393,300	$393,300	$393,300	$393,300	$393,300	$393,300	$393,300	$393,300											$3,933,000
Energy Savings accured during construction*		Guaranteed	$102,036																				
Cumulative Savings		$0	$1,968,934	$2,696,542	$3,646,669	$4,807,177	$6,065,434	$7,316,287	$8,372,817	$9,384,691	$10,373,984	$11,374,940	$12,031,386	$13,704,095	$15,419,127	$17,180,184	$18,987,402	$20,842,188	$22,745,977	$24,700,198	$26,707,224	$28,767,980	$36,358,457
Cumulative Savings		$0	$1,731,873	$2,653,139	$3,691,309	$4,837,326	$6,079,682	$7,446,487	$8,960,809	$10,394,194	$11,918,117	$13,444,753	$14,867,359	$16,377,701	$17,875,088	$19,368,764	$20,862,716	$22,356,852	$23,851,916	$25,347,764	$26,844,407	$28,341,988	$20,106,132

Performance Assurance (M&V service plan)		$0	$28,125	$28,969	$29,838	$30,453	$31,363	$32,129	$33,093	$34,086	$35,109	$36,162	$37,247	$38,364	$39,515	$40,700	$41,921	$43,179	$44,474	$45,808	$47,183	$48,598	$803,145
EMS Service contract		$0	$112,500	$115,875	$119,130	$122,713	$126,395	$130,186	$134,092	$138,115	$142,258	$146,526	$150,922	$155,449	$160,113	$164,916	$169,864	$174,960	$180,209	$185,615	$191,183	$196,918	$3,207,540
EMS Forge Contract		$0	$31,000	$31,930	$32,888	$33,875	$34,891	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$199,393
Generator Maintenance Contract		$0	$27,810	$28,645	$29,191	$30,066	$30,968	$31,897	$32,854	$33,840	$34,855	$35,901	$36,978	$38,087	$39,230	$40,407	$41,619	$42,867	$44,153	$45,478	$46,842	$48,248	$736,335
Chiller Maintenance Contract		$0	$34,523	$35,559	$36,622	$37,721	$38,853	$40,019	$41,219	$42,456	$43,729	$45,041	$46,392	$47,784	$49,217	$50,694	$52,215	$53,781	$55,394	$57,056	$58,768	$60,531	$927,345
Lease Payments		$0	$359,872	$360,147	$720,024	$716,346	$720,098	$719,051	$754,656	$816,711	$807,725	$964,291	$945,008	$958,215	$979,715	$994,518	$977,674	$972,165	$949,031	$955,570	$956,027	$418,194	$13,555,371
Total Annual Cost		$0	$1,968,934	$628,542	$948,689	$957,177	$1,058,434	$1,249,227	$1,372,817	$1,369,221	$1,272,634	$1,364,342	$1,311,003	$1,336,913	$1,369,849	$1,398,831	$1,913,334	$1,940,948	$1,668,172	$1,886,209	$1,828,194	$1,758,956	$18,334,169
Annual Cash Flow		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

* Energy Savings accured during construction are allocated towards year one payment

*Financing assumes annual payments commence after 15 month construction period
This cash flow is for illustration 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.

Honeywell makes no representation or warranty regarding any financial projections, data or information provided as may be expressly set forth in a definitive agreement.

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):**
1 - LED Lighting	
2 - Envelope Weatherization	
3 - Water Conservation	
4 - DX System Rejuvenation	
5 - Chilled Water Optimization & High Efficiency Chiller	
6 - Air Handling Unit VFDs	
7 – Removed at customer request	
8a - Pool Pump VFDs and Smart Controller	
8b - Onsite Hypochlorite for pool	
9a - Headquarters Complex BMS	
9b - Demand Controlled Ventilation	
10 - Headquarters Generators Replacement	
11 – Removed at customer request	
12 - HVAC Replace FCUs and OA Ductwork	

DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name: Miami Dade County Fire Rescue

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 MDFR'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 _____ 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

See below. The warranties set forth below represent those provided by the Equipment manufacturers and providers. Honeywell is providing additional warranties as set forth in Schedule A.

	Category	Warranty (Years)	Warranty description and start date	Actual start date	Date customer signed off on ECM acceptance sheet	Manufacturer/Vendor	Contact information	Phone Number	Email / Web site
Lighting	LED Canopy Fixtures	10	Materials only Warranty period begins from date of shipment			Khoki Electronics or Equivalent			
	LED Exterior Wall Packs	10	Materials only Warranty period begins from date of shipment			SI Industries or Equal			
	LED Screw-In Lamps	5	Materials only Warranty period begins from date of shipment			Green Creative LED or Equal			
	LED Screw-In Lamps	5	Materials only Warranty period begins from date of shipment			LED LLC or Equal			
	LED Screw-In Lamps	3	Materials only Warranty period begins from date of shipment			Osram Sylvania or Equal			
	LED Screw-In Lamps	3	Materials only Warranty period begins from date of shipment			Philips or Equal			
	LED Retrofit Kits	5	Materials only Warranty period begins from date of shipment			Keeley or Equal			
	LED Retrofit Kits	5	Materials only Warranty period begins from date of shipment			Keylat or Equal			
	LED Retrofit Kits	5	Materials only Warranty period begins from date of shipment			Yonghoul LED LLC or Equal			
	LED Driver	5	Materials only Warranty period begins from date of shipment			Espen Technologies or Equal			
	LED Linear Lamps	10	Materials only Warranty period begins from date of shipment			Keystone Technologies or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			Ist Source Lighting or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			Keeley or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			Khoki Lighting Products or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			Brownlee Lighting Products or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			SI Industries or Equal			
	LED Fixture Replacements	10	Materials only Warranty period begins from date of shipment			Philips or Equal			
	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question (by building after acceptance - punch list).			PowerSecure			
Water Conservation Upgrades	Tank toilet flappers, fill valve flapper seals	10	Material Warranty period begins from date of installation			Hydrometics			
	Flushometer diaphragms	10	Material Warranty period begins from date of installation			Hydrometics			
	Faucet flow control screens	10	Material Warranty period begins from date of installation			Hydrometics			
	Materials	3	Materials are guaranteed for 3 years from date of installation			Hydrometics			
	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question (by building after acceptance - punch list).			Hydrometics			
Mechanical Upgrades	VFD's	3	Materials only Warranty Period begins from date of shipment			Honeywell			
	Flow Control Industries Pressure Independent Valves	10	Ten (10) year parts from date of start up			Flow Control Industries			
	Chillers	10	10 year parts, labor, and refrigerant from date of startup			Daikin			
	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question (by building after acceptance - punch list).			Air Tech			
Pool Upgrades	Pumps Controls	5	Materials Only beginning on date of installation			Aqua Engineering			
	Water Treatment	3	Materials Only beginning on date of installation			Aqua Engineering			
	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question (by building after acceptance - punch list).			Aqua Engineering			
Generators	Equipment	10	Company warrants its System against defective parts and workmanship. If the Customer notifies Company of any failures to conform to this warranty within the warranty period, Company will correct the nonconformity at its option by repairing or replacing the defective part(s). Company shall take commercially reasonable efforts to respond to a warranty claim within two (2) business days of the claim being received by Company. The warranty is contingent upon Company performing the System's Maintenance Services and PowerControl 24/7 Monitoring and Management Services requirements. The warranty is subject to the following terms and conditions: (a) Maximum of 500 hours a year of operation per engine-generator; (b) Excludes damages or performance problems due to abuse, alteration, improper or excessive use, negligence, vandalism or theft by Customer or any other person other than PowerSecure; (c) Preventive Maintenance must be performed in accordance with PowerSecure recommendations; (d) Excludes damages or performance problems due to unauthorized, non-PowerSecure-directed or otherwise improper maintenance by Customer or any other person other than PowerSecure; (e) Excludes damages or performance problems due to contaminated or improper fuel, oil or coolant not provided by PowerSecure; (f) Excludes failure caused by flood, water, weather, freezing, heat, earthquake, fire, wind, storm, lightning, volcanic eruption, civil, war, sabotage, vandals, riot, theft, explosion, or any other act(s) of nature or man; (g) Excludes normal wear and tear typical in the industry for similar systems; (h) Excludes weather-related fading and minor corrosion to the exterior of PowerSecure provided equipment.			PowerSecure			
	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question			PowerSecure			
Building Automation	Workmanship	1	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 Agency acceptance of equipment of the equipment or ECM in question (by building after acceptance - punch list).			Honeywell			

Notes and explanation

Date of start up	This is the date the equipment is started, put into service, and customer is receiving beneficial use.	Documentation of processes	As certain items are ready to get into warranty, a column will be added for date of customer acceptance and date of start up. There will be punch list spreadsheets that will further document these dates separately. Columns will be added to document what numbers to call for any specific warranty service, as well as another information needed to start a warranty claim.
Date of ECM acceptance	This is the date the customer signed off on the ECM acceptance sheet.	Documentation of warranty start dates	Another column will be added to document the starting warranty date to be mutually agreed upon based on the above criteria.

Schedule R

Unconditional Corporate Guarantee

Intentionally Omitted

Schedule S

Specification of a Benchmark Cost of Capital, Minimum Rate of Return

Intentionally Omitted

Schedule T

Document Supporting Recurring Funds Requirement

Intentionally Omitted

Schedule U

Approval by the Head of the Agency

Intentionally Omitted

Schedule V

Measurement and Verification Plan

ECM #1: LIGHTING RETROFIT (OPTION A)

General Description & MV-Option Definition and Rationale

The purpose of this ECM is to increase the efficiency of the lighting systems in the Miami-Dade Fire and Rescue (MDFR) buildings by replacing selected existing lighting fixtures with new energy efficient lighting systems. Additional energy avoidance will be provided by installation of occupancy-based lighting controls so that lighting is on only when needed. Retrofitting existing lighting to the most current technologies available will provide significant reductions in both the electrical demand and consumption at the facility.

Capacities and performance indices of the Lighting Retrofit ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is Retrofit Isolation Methodology (RIM) with pre-and-post retrofit measurements, also often referred to as Option A. RIM with pre-and-post retrofit measurements and ongoing inspection based verification of potential to perform and stipulated parameters was selected to determine the energy unit displacement and cost avoidance. This method was selected for the lighting retrofit in the buildings. This method utilizes engineering calculations and pre-and-post retrofit measurements for savings verifications. Honeywell will provide verification that the lighting systems installed are operating to the specifications of the manufacturer and to the specifications projected in this Agreement through the documentation records and the pre-and-post retrofit measurements provided by the installer.

2 Baseline: Conditions & Energy Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline was determined using engineering calculations based on fixture specifications, fixture quantities, estimated occupancy and usage, field data collected during the IGA, and was compared to the utility bill for verification. The energy use Baselines are included in Exhibit 3 "*Baseline*". The Baseline unit cost energy is based on the most recent rates paid by MDFR and will be considered to be the value of unit cost avoidance. Operational performance Baseline parameters are included and presented in Exhibit 4 "*Savings Calculations*".

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. MDFR and Honeywell are satisfied with and have agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*. Honeywell or its subcontractors will undertake pre-and-post retrofit measurements to validate savings. Honeywell will generate and provide the County with documentation for post retrofit fixture true rms KW measured on a sample population to verify post retrofit fixture variable data. The annual operating hours for each fixture will be deemed satisfied and agreed upon to the hours presented in Exhibit 4 "*Savings Calculations*". Annual cost

avoidance will be updated by Honeywell with escalated utility unit costs as calculated in accordance with Exhibit 4 "*Savings Calculations*".

Table 1. ECM Description

ECM	Description	Method (Option)	Parameter Type	Parameter	Baseline	Post-Installation	Regular Interval
1	Lighting Retrofit	A	Energy kW	Fixture types Kw sample population Pre-and-Post measurement that provides 20% precision with 80% confidence, and 0.5 CV per facility	Fixture Kw sample population Pre-and-Post measurement that provides 20% precision with 80% confidence, and 0.5 CV per facility	One-time Post measurement that provides 20% precision with 80% confidence, and 0.5 CV per facility that determines Kw reduction at end of installation period	Annual walk-through and visual inspection. No annual measurement
1	Lighting Retrofit	A	Fixture Operating Hours of Use	kW times hours of use used to determine kWH	Agreed upon based on survey data	Agreed upon to engineering calculations	Annual review and walk-through

For ECM 1 Lighting Retrofit, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 1 Lighting Retrofit meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited to verification of fixture quantity and types identified through contractor documentation. All other operating parameters including occupancy/unoccupancy, run-time-hours, etc., are deemed satisfied and agreed upon in order to calculate savings, Exhibit 4 "*Savings Calculations*".

Installation & Acceptance Period: The sampling methodology will utilize measurements taken at either points of control or at individual fixture. Due to minimal quantities and accepted energy usage, exit signs, and incandescent lamps will not be measured.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support the collection of pre-and-post retrofit kW measurements as described in *Table 1,* above.
- Receive as-built documentation from project manager to review installation.
- Participate in as needed inspections in the installation period. Participate in documentation and testing process for the sample population. Contractor shall document the location, type of fixture, and model numbers of fixtures measured.

- Review savings calculations.
- Perform a Write-up of Post Conditions Installation Report.

Performance Period (On-Going): Honeywell will undertake no ongoing measurements of fixture wattage for Option A facilities. The on-going measurement will be limited to review of lamp and driver failure conditions as presented by MDFR representatives during routine site visits by Honeywell M&V personnel. All other parameters are deemed satisfied and agreed upon for the duration for the Agreement.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated such that Honeywell shall:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Record changes in the operation, control sequences (if applicable) of the ECM from original installed conditions.
- Review observations about the current status of the building (i.e. occupancy, use), compare to MDFR records and compare against the contractual Baseline and required post-retrofit operating conditions.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to MDFR records.
- Record observations regarding other changes on-site that may impact the ECM or the building energy consumption.

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are achieved through improvement of the lighting fixture efficiency.

The determination of Cost Avoidance will utilize the following Baseline – actual formula:

Pre-retrofit fixture kW * hours * unit cost

Minus

Post-retrofit fixture kW* hours* unit cost

And,

Pre-retrofit fixture kW * demand unit cost

Minus

Post-retrofit fixture kW * demand unit cost

Honeywell shall insert the monitoring and sampling plan results into the calculations in Exhibit 4 *"Savings Calculations"*. Honeywell shall evaluate the utility unit costs based on utility rate analysis. All other operating parameters (including hours) used in avoidance calculations are deemed satisfied and agreed upon for the duration of the performance period.

6 Determination of Non-Energy Operational Cost Impact

Post-retrofit avoided costs are projected by both parties based on the inclusion of reductions in lighting related material purchases associated with bulb and ballast burn outs, because the fixture component's installed have increased operating life cycle compared to the current equipment. Operational savings are based on the following concepts agreed upon between Honeywell and MDFR: The operational cost savings are deemed satisfied upon contract execution. MDFR acknowledges and agrees that, if it did not enter into this agreement, it would have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, 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 in Exhibit *4 – Savings Calculations"*. MDFR agrees that, by entering into this agreement, it will avoid future operational costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to fixtures to allow pre-and-post measurements to be collected. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term is 20 years.

On-Going Activities: Visual inspection, MDFR repair/replacement records and inventory, MDFR interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a single (1) annual report of the determination of energy avoidance each year.

ECM #2: BUILDING ENVELOPE IMPROVEMENTS – WEATHERIZATION (OPTION A)

General Description & MV-Option Definition and Rationale

The purpose of this ECM is to reduce the loss of energy through air infiltration or leakage around doors, windows, wall penetrations or poor or missing insulating materials that cause loss of conditioned air, or introduction of unconditioned air to conditioned spaces. The loss of conditioned air or introduction of unconditioned air increases the heating load on the heating systems and increases in cooling loads on Air Conditioning systems.

Engineering principles of air infiltration/exfiltration stack affect, etc., are incorporated and are agreed to by Honeywell and MDFR for the energy calculation file for this ECM. The calculation variables that are directly related to the size of the openings that are being sealed, such as crack area, door and window quantity, etc. the measured parameters for M&V purposes are subsequently limited to the variables that are impacted so Honeywell will verify the lineal feet of crack area, the quantity of windows, and the quantity of doors retrofit by installation documentation and visual inspection supported by photo logs. The general energy savings calculation is agreed upon relative to Baseline and post-retrofit savings. In the event that crack area, door/window quantity variables are not equal to the data in the calculation file, Honeywell will be responsible to update the file and make up any potential shortfall indicated. All other calculation variables are set forth in Exhibit 4 and have been stipulated and agreed upon between Honeywell and MDFR.

Capacities and performance indices of the Building Envelope-Weatherization Retrofit ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein, but the installation can be summarized to include the following:

1. Caulking windows
2. Installation of door sweeps
3. Seal exterior penetrations and wall/roof joints

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is dependent on the reduced loss of energy through air infiltration or leakage around doors, windows, roofs, wall penetrations or poor or missing insulating materials that cause loss of conditioned air, or introduction of unconditioned air to conditioned spaces. Option A methodology was selected to determine the energy and cost avoidance as a cost-effective approach providing an acceptable balance between the costs of doing M&V versus the quantity of projected Cost Avoidance. Honeywell will verify that the scope of work has been installed and will measure the quantity of doors and verify the post retrofit presence of the installed materials and the function of the doors/windows, etc., after the retrofit, based on sample population and visual inspection. Honeywell will use the measurements and agreed upon-parameters set forth in Exhibit 4 to determine the energy impact.

2 Baseline: Conditions & Energy Data AND Planned & Unplanned Baseline Adjustment Conditions

Option A Baseline: The energy performance Baseline was determined by Honeywell from measurements, observance and engineering calculations. Industry standard infiltration, exfiltration, stack effect, and other variables have been input to the energy savings calculations for the determination of the energy Baseline for this ECM. The Baseline and post retrofit energy calculations have been calibrated to align with the actual utility bill to avoid overstating potential energy savings. The energy use Baselines are included in Exhibit 3 "*Baseline*". The Baseline period dates are listed in Exhibit 3 "*Baseline*". The Baseline unit cost energy is based on the most recent rates paid by MDFR and will be considered to be the value of unit cost avoidance.

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. MDFR and Honeywell have deemed satisfied to and agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation documents to verify that the materials have been installed and has the ability to meet the specifications for *quality, quantity, capacity, efficiency, and operation* within contract specifications. Verification documentation will include, but not be limited to, contractor documentation and review of manufacturer specifications data. Annual visual inspection will be the only verification activity provided. Avoided energy and costs will be agreed upon based on MDFR acceptance.

Table 2. ECM Description

ECM	Descript.	Method (Option)	Parameter Type	Parameter	Baseline	Post-Installation	Regular Interval
2	Building Envelope - Weatherization	A	Heating or Cooling Energy loss or gain due to infiltration or exfiltration of conditioned air to unconditioned spaces	Energy loss based on engineering calculations	Agreed upon based on Observance and engineering calculations	Agreed upon based engineering calculations	Annual walk-through and visual inspection. No annual measurement.
2	Building Envelope - Weatherization	A	Quantity, area space where infiltration/exfiltration has been improved as a result of this ECM	Measure quantity and area space(s) retrofit	Agreed upon based on Observance and engineering calculations	Adjust savings as appropriate based on Quantity and area space(s) impacted based on engineering calculations	Annual walk-through and visual inspection. No annual measurement.

For ECM 2 Building Envelope Improvements, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 2 Building Envelope Improvements meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The agreed upon parameters are limited to the verification of building envelope retrofit quantity and types through contractor documentation. All other operating parameters are deemed satisfied and agreed upon in order to calculate savings, Exhibit 4 "*Savings Calculations*".

Installation & Acceptance Period: The monitoring and sampling plan data will be used to determine energy and cost avoidance. The verification of potential-to-save will be based on review, including but not limited to, of the installation documents to verify that the quantity and type of building envelope retrofits have been installed within contract specifications. Annual visual inspection will be the only verification activity provided. The energy use avoidance is deemed

achieved based on MDFR acceptance of the work.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support in the collection of data and receive documentation of pre-retrofit observances as described in *Table 1,* above.
- Receive as-built documentation from project manager to review installation.
- Provide as needed inspections in the installation period. Contractor shall document the location, type of retrofit, photo log, and quantities (lf, sqf, etc.) of each retrofit.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): No on-going measurements will be taken. Annual walk-through and visual inspection will be conducted on a sample of the facilities to ensure persistence of the ECM savings. Each year, 1/3 of the buildings with upgrades are intended to be inspected to make sure that the ECM remains in place, so that over the 10-year term all buildings will be verified at least 3 times. All other parameters are deemed satisfied and agreed upon for the duration for the Agreement.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Record observed addition or deletion of site equipment, which may impact the ECM or the building energy consumption and compare to MDFR records.
- Record observations regarding other changes on-site that may impact the ECM or the building energy consumption.

5 Determination of Energy & Cost Avoidance

Energy cost avoidance for this measure is achieved through is calculated based on standard engineering calculations and principles for this type of ECM.

The determination of Cost Avoidance will utilize the following Baseline – actual formula:

Pre-retrofit energy consumption * unit cost

Minus

Post-retrofit energy consumption* unit cost.

The energy use calculations will be updated to reflect the number of units or quantities of specific energy savings materials that have been installed to determine the energy avoidance/savings based on the installation and project acceptance data. Energy savings indicated from the post retrofit calculations will be determined to be the amount of annual energy savings for the guarantee term. Escalated or current year utility unit costs will be used to determine the annual energy savings, whichever provides the greatest cost savings.

6 Determination of Non-Energy Operational Cost Impact

There are no associated avoided Operational Costs from this ECM.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities;

- Provide access to allow pre-and-post observance to be performed and documented. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term for this ECM is 10 years.

On-Going Activities: No measurements will be taken. An annual walk-through and visual inspection will be conducted on a sample of the facilities to ensure persistence of the ECM savings. Each year, one-third (1/3) of the buildings with upgrades are intended to be inspected to make sure that the ECM remains in place, so that over the 10-year term all buildings will be verified at least 3 times.

9 Reports and Documentation

There will be a single (1) annual report of the determination of energy avoidance each year.

ECM #3: WATER CONSERVATION (OPTION A)

General Description & MV-Option Definition and Rationale

The purpose of this ECM is to reduce water consumption and sewer service used in MDFR Buildings. Equipment such as sinks, urinals, toilets, flush valves controls, and shower heads will be retrofitted with reduced water flow equipment.

Capacities and performance indices of the Water Conservation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is isolated to water consumption and sewer services. A *retrofit isolation approach* (option A) was selected to determine the energy unit displacement and cost avoidance. This method was selected for the Water Conservation ECM as a cost-effective approach providing an acceptable balance between the costs of doing M&V versus the quantity of projected Cost Avoidance. This method analyzes energy use within the *isolated* boundary of this particular ECM *retrofit* and not the building as a whole at the utility meter. This retrofit isolation approach, thus avoids the time and expense necessary to track on-site changes that effect water use and sewer discharge as seen at the water utility meter that are not related to this ECM. Honeywell will provide verification that the plumbing fixtures installed are operating to the specifications of the manufacturer and to the specifications projected in this Agreement through the documentation records provided by the installer and by spot check of sample populations of systems. Other equipment & processes will not be monitored.

2 Baseline: Conditions & Energy/Water Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline was determined by Honeywell using engineering calculations based on fixture specifications, fixture quantities, estimated occupancy and usage, field data collected during the IGA, and was compared to the utility bill for verification. The Baseline unit cost energy is based on the most recent rates paid by MDFR and will be considered to be the value of unit cost avoidance. Operational performance Baseline parameters are included and presented in Exhibit 3 *"Baseline"*.

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. MDFR and Honeywell have deemed satisfied to and agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation, to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*. Pre-and-post retrofit measurements will be taken to validate Savings. There will be documentation for post retrofit fixture applicable flow (gpm/gpf) measured on a sample population to verify post retrofit fixture variable data. The annual number of flushes or on times for each fixture type will be deemed satisfied and agreed upon to the hours presented in Exhibit 4 "*Savings Calculations*". Annual cost avoidance to be updated with escalated utility unit costs as calculated in accordance with Exhibit 4 "*Savings Calculations*".

Table 3. ECM Description

ECM	Description	Method (Option)	Parameter Type	Parameter	Baseline	Post-Installation	Regular Interval
3	Water Conservation	A	Water (energy) flow at fixture	Fixture types water consumption sample population Pre-and-Post measurement that provides 20% precision with 80% confidence, and 0.5 CV per facility	Agreed upon based on survey data	Based on Pre-and-post Retrofit measurements	Annual walk-through and visual inspection. No annual measurement.
3	Water conservation	A	Water (energy) flow per fixture "on" time or per use	Flow rate and device use, determine total consumption with measured values and estimated occupancy criteria	Agreed upon based on survey data	Agreed upon engineering calculations	Annual review and walk-through. No annual measurement.

For ECM 3 Water Conservation, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 3 Water Conservation meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter includes fixture flow rate measurements on a sample population of fixture types pre-and-post retrofit and verification of fixture quantity and types through contractor documentation. All other operating parameters including flow rate per device and use per device as based on occupancy are deemed satisfied and agreed upon in order to calculate savings, Exhibit 4 "*Savings Calculations*".

Installation & Acceptance Period: pre-and-post retrofit measurement data and the installation documents will be used to confirm that quantity and type of fixtures have been installed. M&V activities will confirm the general operation of the ECM to contract specifications.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support in the collection of pre-and-post retrofit measurements as described in *Table 1*, above.
- Receive as-built documentation from project manager to review installation.
- Perform as needed inspections in the installation period. Participate in documentation and testing process for the sample population. The contractor shall document the location, type of fixture, and model numbers of fixtures measured.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): There will be no ongoing measurements, annual walk through and MDFR site observations and maintenance records will confirm general operation to contract specifications. All other parameters are deemed satisfied and agreed upon for the duration for the Agreement.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Record changes in the operation, control sequences (if applicable) of the ECM from original installed conditions.
- Review observations about the current status of the building (i.e. occupancy, use), compare to MDFR records, and compare against the contractual Baseline and required post-retrofit operating conditions.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to MDFR records.
- Record observations regarding other changes on-site that may impact the ECM or the building energy consumption.

5 Determination of Energy & Cost Avoidance

Energy Savings for this measure are achieved through reductions in water consumption based on reduced volume of water per fixture.

The determination of Savings will utilize the following Baseline – actual formula:

Pre-retrofit Gallons * unit cost

Minus

Post retrofit Gallons * unit cost.

The monitoring and sampling plan results will be inserted into the calculations in Exhibit 4 *"Savings Calculations"*. Utility unit costs will be evaluated based on utility rate analysis. All other operating parameters used in avoidance calculations as set forth in Exhibit 4 are deemed satisfied and agreed upon for the duration of the performance period.

6 Determination of Non-Energy Operational Cost Impact

Post-retrofit avoided costs are projected based on the inclusion of reductions in plumbing related material purchases required to maintain ageing equipment (for example flush valve repair kits, etc.). Operational savings are based on the following agreed upon concepts:

The operational cost savings are deemed satisfied upon contract execution. MDFR acknowledges and agrees that, if it did not enter into this agreement, it would have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, 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 in Exhibit *4 Savings Calculations"*. MDFR agrees that, by entering into this agreement, it will avoid future operational costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational

Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to fixtures to allow pre-and-post measurements to be collected. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, MDFR repair/replacement records and inventory, MDFR interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports and Documentation

There will be a single (1) annual report of the determination of energy avoidance each year.

ECM #4: DX SYSTEM REJUVENATION

General Description & MV-Option Definition and Rationale

Purpose of ECM is to increase the efficiency of the indicated HVAC systems by cleaning, repairing, providing energy guard coating, or replacing inefficient, inoperable, or other components that have a negative impact on energy use in the system, or require significant ongoing maintenance services.

Capacities and performance indices of this ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

The energy and cost avoidance attributed to this ECM is low compared to the cost of providing M&V activities, therefore actual energy and Cost Avoidance of this ECM is fully Stipulated and agreed upon.

Honeywell will provide verification that the equipment installed are operating to the specifications of the manufacturer and to the specifications projected in the proposal through the documentation records provided by the installer.

Site walk-through will be conducted to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Review current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECM's from original installed conditions.
- Review 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.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to Customer records.

Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

The performance period term is 10 years for this ECM, which is based on the life cycle of the coil coating.

Visual inspection, customer repair/replacement records and inventory, customer interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

ECM #5: CHILLED WATER OPTIMIZATION & HI EFFICIENCY LEAD CHILLER

General Description & MV-Option Definition and Rationale

The purpose of this ECM is to reduce energy used by buildings' Mechanical Systems by replacing/overhauling older inefficient or inoperable systems with new systems that have improved efficiency and operational characteristics, optimizing the Chilled water system pumping operation, and optimization of the chilled water control sequences.

- Central Cooling Plants Replacements
- Chilled water Flow Optimization
- Chilled water System Controls Optimizations

1 Boundary of Energy Use and Cost Avoidance Determination

A *retrofit isolation approach* with on-going measured energy avoidance determination (Option B) was selected to determine the energy unit displacement and cost avoidance. Other existing or new equipment directly using energy is not accounted for in this energy analysis, including new equipment added under this Agreement (contract) or by others. This method was selected for the Mechanical upgrades ECM as a cost-effective approach providing an acceptable balance between the cost of doing M&V versus the quantity of projected cost avoidance. This method analyzes energy use within the *isolated* boundary of this ECM *retrofit* and not the building as a whole at the utility meter. This retrofit isolation approach, thus avoids the time and expense necessary to track on-site changes that effect energy use as seen at the utility meter that are not related to this ECM. Honeywell will provide verification that the Mechanical systems installed are operating to the specifications of the manufacturer and to the specifications projected in this Agreement (contract), through the review of documentation records provided by the installer upon start up or commissioning. Other equipment, and processes (if applicable), will not be monitored. Whole building electrical energy is not monitored as part of this program.

2 Baseline: Conditions & Energy/ Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline was determined using a computer model of existing system's manufacturer's performance specifications, pre-retrofit field testing for power consumption across load profile data (%), monitor gpm and tonnage, spot measurements on condenser side, and observed and collected data. The Baseline unit cost energy is based on the most recent rates paid by MDFR and will be the value of unit cost avoidance. Energy use Baseline criteria is included in Exhibit 3 *"Baseline"*. Operational performance Baseline parameters are included and presented in Exhibit 4 *"Savings Calculations"*.

Planned and Un-planned (Routine and Non-Routine) Baseline Adjustments

There are no projected Baseline adjustments for this ECM. MDFR and Honeywell have agreed upon general performance, operational, and energy Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on chiller efficiency improvements as well as system delta T improvements at air handling unit cooling coils, review of installation data and documentation to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*. Trends of all pertinent points will be supplied by MDFR, if feasible and available, to the Honeywell Measurement & Verification Specialist (MVS) or access to the BMS will be granted to the Honeywell MVS so that potential to save can be determined.

The following table displays a summary of potential to perform data that will be collected to measure and verify the Chiller Efficiency improvement aspect of this ECM.

Table 4. ECM Description (a)

ECM	Method (Option)	Parameter Type	Measured Parameter	Baseline	Post-Installation	Regular Interval
ECM - Chiller Water Optimizatio n and High Efficiency Lead Chiller	B	Chiller Energy use based on Chilled Efficiency	Chiller Efficiency – (kW/ton), measured pre-and-post	Baseline field test power consumption across load profile data (kW/ton), monitor gpm, and tonnage. Computer model. Spot measurements on Condenser water side	Efficiency of the new or refurbished chiller to be based on field-test and compared to manufacturer' s published curves.	Chillers efficiency re-test for years 1, 5, & 10

The following table displays a summary of potential to perform data that will be collected to measure and verify the Chilled Water System Pumping Efficiency improvement aspect of this ECM.

Table 5. ECM Description (b)

ECM	Method (Option)	Parameter type	Measured Parameter	Baseline	Post-installation	Regular Interval
ECM 5 - Chilled water pumping Componen t	B	Pumping Energy reduced based on matching chilled water flow to Distributed system component load (HVAC/AHU Unit)	Equipment specifications relative to Chilled water flow and supply return temp differential at the HVAC cooling coils compared to manufacturer specifications	Energy load profile estimated based on 3-way valves and constant volume pumping	Energy load profile estimated based on post retrofit 2-way valves and VFDs on new pump motors	Post Install of system operating data collected during installatio n and startup of system
ECM 5 - Chilled water pumping Componen t	B	Function and Operation of System Data collected for purpose of indicating ongoing proper operation	CHW delta T leaving plant and at cooling coils for optimization	Installation documentation and corresponding BAS Trend data	Trend data from BMS	Year 1-20

For ECM 5 Chilled Water Optimization and High Efficiency Lead Chiller, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 5 Chilled Water Optimization and High Efficiency Lead Chiller meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored and Sampling Plan

General: The measured parameter used to determine energy and cost avoidance for this ECM is

based on the pre-and-post retrofit Chiller Efficiency Measurements and the Chilled Water System. Ongoing system testing is limited to the years 1, 5 and year 10 chiller efficiency testing. Use of the BAS will support ongoing verification of equipment function and operation to project specifications by reviewing general operating characteristics of the system(s) through trend data. All other operating parameters including occupancy/unoccupancy, run-time-hours, etc., are deemed satisfied and agreed upon in order to calculate savings, Exhibit 4 "*Savings Calculations*".

Trending and Data Acquisition

Honeywell will work with MDFR to acquire and utilize the Trend Data information indicated below to indicate continued operation to project specifications, or to identify potential deviation in operator controllable parameters or a possible decrease of efficiency.

Trend logs need to be archived and saved for a minimum of two years by MDFR. Trend log shall be properly labelled, fully functional, and collecting data archived prior to commissioning phase. Honeywell is responsible for all programming and set-up for trending purposes. Trended data will be provided by the BMS or collected on-site by Honeywell during the annual site visits.

General

Point	Engineering Units	Interval
OAT - DB	°F	15 min.
OAT - WB	°F	15 min.
OAT – DP (calculated)	°F	15 min.

Chillers

Point	Engineering Units	Interval
Chiller Status	On/Off	COS
Chiller Load	%	15 min.
CHWS Temp.	°F	15 min.
CHWR Temp.	°F	15 min.
CHW Tons (calculated)	ton	15 min.
Chiller power (calculated)	Kw	15 min.
Chiller Efficiency (calculated)	Kw/ton	15 min.
Chiller Energy Consumption	Kwh	15 min.
Chiller Status Totalization	Hours	Daily Total
CHW Flow	gpm	15 min.
CWR Temp.	°F	15 min.
CHWS Pressure	psi	15 min.

HVAC

Point	Engineering Units	Interval
AHU Status	On/Off	15 min.
AHU CHW supply and return temp	°F	15 min.
Discharge (SA) Air Temp.	°F	15 min.
Discharge (SA) Air Pressure	in wg	15 min.
Damper position Control Output Value	%	15 min.
Control Valve(s) Output Value	% open	15 min.
Zone Space Temp.	°F	15 min.

Point	Engineering Units	Interval
Zone Temp. Set Point	°F	15 min.

Pre-Installation & Baseline Verification: Honeywell will complete a pre retrofit (Baseline) field test to determine power consumption across load profile data to identify a Baseline kW per ton, measure gpm, and determine load tonnage.

Honeywell's Field-test procedures shall include the following:

- Determine the operating efficiency across the load profile of the existing chillers. This will be accomplished by load testing the chillers and determining the actual power consumption across the load profile.
- Monitor chilled water flow and tonnage through an ultrasonic thermal energy meter and chiller power consumption through an electric power meter and other data logging devices. This information will allow for the selection of the most efficient chiller to utilize during certain load conditions.
- Take spot measurements on the condenser water side of the chillers.
- Identify where the chillers are running from an efficiency standpoint as it relates to the manufacturer's published performance curves vs. the actual measured performance.
- Report if there are unloading limitations of the three machines that could indicate different operational requirements.
- Record occupied vs. unoccupied chiller plant loads, as the collected data will be time stamped and will occur over a 7-day period at minimum including nights and weekends.
- Analyze all data collected and issue an engineering report showing the overall chiller performance measured during the test period vs. the AHRI ratings for the chillers.

Installation and Acceptance Period: Efficiency of the new chillers to be based on Honeywell's or its subcontractor's field-test and compared to manufacturer's published curves. Post retrofit and during Year 1, 5, and Year 10, chiller performance efficiency field tests will be conducted to measure chiller efficiency.

Honeywell's or its subcontractor's field-test procedures shall include the following:

- Determine the operating efficiency across the load profile of the new chiller. This will be accomplished by load testing the chillers and determining the actual power consumption across the load profile.
- Monitor chilled water flow and tonnage through an ultrasonic thermal energy meter and chiller power consumption through an electric power meter and other data logging devices. This information will allow for the selection of the most efficient chiller to utilize during certain load conditions.
- Take spot measurements on the condenser water side of the chillers.
- Identify where the chillers are running from an efficiency standpoint as it relates to the manufacturer's published performance curves vs. the actual measured performance.
- Report if there are unloading limitations of the three machines that could indicate different operational requirements.
- Record occupied vs. unoccupied chiller plant loads, as the collected data will be time stamped and will occur over a 7-day period at minimum including nights and weekends.

- Analyze all data collected and issue an engineering report showing the overall chiller performance measured during the test period vs. the AHRI ratings for the chillers.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support in the collection of pre-and-post measurements as described in Table 1, above.
- Receive as-built documentation from project manager to review installation.
- Provide as needed inspections in the installation period. Participate in documentation and testing process.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): Honeywell will accomplish Data logging by trending the points listed above. Honeywell will conduct a Walk-through on annual basis to observe general conditions of operation and perception of mechanical conditions. Post retrofit and during Year 1, 5, and Year 10, chiller performance efficiency field tests will be conducted by Honeywell or its subcontractor to measure chiller efficiency.

Honeywell will conduct Site walk-through to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Review current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECM's from original installed conditions.
- Review observations about the current status of the building (i.e. occupancy, use), compare to MDFR records, and compare against the contractual Baseline and required post-retrofit operating conditions.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to MDFR records.
- Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are achieved through improvement of the chillers load performance. Pre-and-Post retrofit chillers field test will be performed.

The determination of Cost Avoidance will utilize the following:

$$\left(\frac{Kw}{Ton} * Tons * hrs * \frac{\$}{Kw * hrs}\right)_{Pre-Installation} - \left(\frac{Kw}{Ton} * Tons * hrs * \frac{\$}{Kw * hrs}\right)_{Post-Installation}$$

In case of Cost Avoidance shortfall, Honeywell will be allowed to remedy or make modifications to the ECM to deliver additional Savings and verify successful performance.

6 Determination of Non-Energy Operational Cost Impact

Post-retrofit avoided costs are projected based on the Capital Cost to replace existing equipment that

is at or past its useful life. The budgeted Capital Cost for one Chiller Replacement has been identified and agreed upon between MDFR and Honeywell and is agreed upon as stipulated and accrued.

The operational/capital Cost Avoidance (Savings) are deemed satisfied upon Agreement execution. MDFR acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, and that, in doing so, it would include Capital Budget allocations of at least the amount presented in Exhibit 4 *"Savings Calculations"*. MDFR agrees that, by entering into this Agreement (contract), it will avoid future operational/capital costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to allow pre-and-post observance to be performed and documented and provide access for ongoing testing and data collection. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Honeywell shall undertake annual measurement and verification as indicated above. Honeywell or its subcontractor shall perform Efficiency field-test in years 1, 5, and 10 of the Guarantee Savings Period. Field testing proven savings from year 1 will be stipulated to be carried for years 2, 3 and 4. Field testing proven savings from year 5 will be stipulated to be carried for years 5 through 9. Field testing proven savings from year 10 will be stipulated to be carried for years 11 through term. If field testing results in a shortfall in years 1, 5, or 10, Honeywell reserves the right to make any necessary modifications to the systems to achieve savings. If modifications are made in years 1, 5, or 10, or any years following and the retest results in achieving Guaranteed Savings, this Savings will be carried forward for the remaining years as noted above.

9 Reports and Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #6: AIR HANDLING UNIT VFD'S – CONVERT CONSTANT VOLUME AHU SYSTEMS TO SINGLE ZONE VARIABLE AIR VOLUME (VAV) SYSTEMS

General Description & MV-Option Definition and Rationale:

Purpose of this ECM is to enable MDFR to reduce energy use by the HVAC systems, by replacing old inefficient motors with new premium efficiency motors, and by controlling fan motor energy through a Variable frequency Drive to control the equipment to operate in a manner that is aligned with thermal and/or ventilation based load. (7 AHU systems located at the Headquarters Facility are identified to have VFD's installed.

Capacities and performance indices of the building Automation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is *isolated* to the VFD modulation of Fans so that the fan operation matches the load on the AHU systems that have been retrofit. Honeywell will measure pre and post retrofit motor kW and will provide verification that the VFD's function in a manner that modulates Fan Motor Speed.

2 Baseline: Conditions & Energy Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline is based on spreadsheet model calculations where the significant variable(s) are setpoint and corresponding occupied/unoccupied schedule conditions. The energy use Baselines are included in Exhibit 3 "*Baseline.*" The Baseline unit cost energy is based on the most recent rates paid by MDFR and will be considered to be the value of unit cost avoidance. Operational performance Baseline parameters are included and presented in Exhibit 4 "*Savings Calculations.*"

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. MDFR and Honeywell have agreed to the indicated occupied and unoccupied temperature setpoints, and the hours of use, occupancy, and load are expected to remain similar between pre and post retrofit periods.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review, including but not limited to of installation data and documentation, to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*.

The verification of potential-to-save will include review, including but not limited to, of installation data and documentation to verify that the spaces impacted have been retrofit with VFD, new motors, and that a static pressure-based control sequence has been implemented on the designated systems.

For ECM 6 Air Handling Unit VFD's, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 6 Air Handling Unit VFD's meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited pre and post retrofit motor kw as documented for commissioning or ECM acceptance, and verification of VFD operation to modulate Fan Speed. Monitoring and Verification through the BMS will be implemented by Honeywell post retrofit to identify and document deviations from contractual specification.

Space heating/cooling-based load parameters are agreed upon in order to calculate savings and are represented in Exhibit 4 "*Savings Calculations*".

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support in the collection of pre- and -post retrofit setpoint and schedule data as described above.
- Receive as-built commissioning and acceptance documentation from project manager to review installation.
- Perform as needed inspections in the installation period. Participate in documentation and testing process.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): BMS data monitoring and verification to review zone setpoints and schedules and compare against project specifications will be collected and reviewed by Honeywell quarterly, during the first year of the Guarantee.

Data Acquisition:

VFD functionality and kWH, alarm histories, and other BMS data will be set up by Honeywell or its subcontractor for monitoring and reporting in the BMS, and the data will be archived by MDFR and saved for a minimum of two years. Data shall be properly labelled, fully functional, and collecting data, and collected data will be able to be archived prior to commissioning phase. Honeywell is responsible for all programming and set-up for data collection purposes. Collected data will be provided by the BMS, and will be able to be accessed and collected either via remote access and may be reviewed on-site.

Table 6. Data Specifications

Point	Engineering Units	Interval
Motor Status	On/Off	15 min.
Total Motor Power at corresponding Load	Kw	15 min.
Total Motor Energy Consumed	Kwh	15 min.
Motor Status Totalization	Hours	Daily Total
Motor Controlling Set Point	Psi, °F, etc.	15 min.
Motor Controlling Value at Reading	Psi, °F, etc.	15 min.
System Differential Pressure	psi	15 min.
Motor Load	%	15 min.

Data trending will be conducted by Honeywell during the Guarantee Period. A walk-through on an annual basis to observe general conditions of operation and perception of system conditions will be conducted by Honeywell.

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are achieved when systems are operated in accordance with the schedules, set-points, and sequences indicated in the energy calculations through reduction in energy consumption (kWH) in the motors. Baseline energy consumption is based on spreadsheet calculations. Post-retrofit energy consumption reduction is based on pre and post retrofit measurements as applied to the engineering calculations for the first year. In case of Cost Avoidance shortfall, Honeywell will be allowed to remedy or make modifications to the ECM to deliver additional Savings and verify successful performance. Years 2 to term, verification is accomplished through trend data analysis to confirm that systems are functioning and operating as intended.

The determination of Cost Avoidance will utilize the following Baseline – actual formula:

Pre-retrofit energy consumption

Minus

Post-retrofit energy consumption

*

Utility Unit Costs

6 Determination of Non-Energy O&M Cost Impact

There are no associated avoided Operational Costs from this ECM.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to HVAC fixtures impacted to allow pre-and-post measurements and ongoing data to be collected. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #7: REMOVED FROM SCOPE

ECM #8A: POOL EFFICIENCY MEASURES – POOL PUMP VFD AND SMART CONTROLLER

General Description & MV-Option Definition and Rationale

Purpose of ECM is to reduce energy use by the Pool Water Filtration System by reducing pump motor energy through a Variable frequency Drive that is programmed to reduce the GPM of the pump. The Training Facility Building A Pool Filtration Pump system is identified to have a VFD installed, and a Smart Controller system will be added to reduce pump flow to meet load requirements.

Capacities and performance indices of the building Automation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is *isolated* to the reduced motor energy use by the control of the VFD to a reduced Pump GPM. Honeywell will measure pre and post retrofit motor kW and will provide verification that the VFD's function in a manner that reduces Pump Motor VFD Output which will in turn reduce Pump GPM.

2 Baseline: Conditions & Energy Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline is based on spreadsheet model calculations where the significant variable is Pump GPM. The energy use Baselines are included in Exhibit 3 "*Baseline*". The Baseline unit cost energy is based on the most recent rates paid by MDFRSD and will be considered to be the value of unit cost avoidance. Operational performance Baseline parameters are included and presented in Exhibit 4 "*Savings Calculations*".

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. MDFR and Honeywell have agreed to the indicated Pump GPM and ECM Criteria. If future requirements for the Pool impacted are changed, additional monitoring, verification, and/or Baseline adjustments may be implemented by mutual consent.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*.

The verification of potential-to-save will include review of installation data and documentation to verify that the VFD is providing the correct output to meet the required GPM flow rate to accomplish the 8-hour filtration exchange rate required.

For ECM 8a Pool Efficiency Measures Pool Pump VFD and Smart Controller, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 8a Pool Efficiency Measures Pool Pump VFD and Smart Controller meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited pre and post retrofit motor kw as documented for

commissioning or ECM acceptance, and verification of VFD operation to limit Pump Flow as needed to meet ECM specifications. Verification through the BMS will be implemented by Honeywell post retrofit to identify and document deviation from contractual specification. If future requirements for the Pool impacted are changed, additional monitoring, verification, and/or Baseline adjustments may be implemented by mutual consent. Pool Filtration System based load parameters are agreed upon in order to calculate savings and are represented in Exhibit 4 "*Savings Calculations*".

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Support in the collection of pre- and -post retrofit data as described above.
- Receive as-built commissioning and acceptance documentation from project manager to review installation.
- Perform as needed inspections in the installation period. Participate in documentation and testing process.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): Honeywell shall obtain BMS data verification to confirm VFD output signal that corresponds to the PUMP GPM, as determined during the commissioning process. Pump VFD output Frequency data will be reviewed by Honeywell one time during each performance year for each system retrofit.

Data Acquisition: VFD and other BMS/Smart Controller data will be set up by Honeywell or its subcontractor for monitoring and reporting in the BMS/Smart Controller, and the data will be archived and saved for a minimum of two years by MDFR. Data shall be properly labelled, fully functional, and collecting data, and collected data will be able to be archived prior to commissioning phase. Controls contractor is responsible for all programming and set-up for data collection purposes. Collected data will be provided by the BMS/Smart Controller, and will be able to be accessed and collected either via remote access and may also be reviewed on-site.

Table 7.Data Specifications

Point	Engineering Units	Interval
VFD Frequency Output	Hertz	15 min.

Data trending will be conducted by Honeywell during the guarantee period. A walk-through on an annual basis to observe general conditions of operation and perception of system conditions will be conducted by Honeywell.

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are achieved when systems impacted are operated in accordance with the sequences indicated in the energy calculations through reduction in energy consumption (kWH) in the motors. Baseline energy consumption is based on spreadsheet calculations. Post-retrofit energy consumption reduction is based on pre and post retrofit measurements as applied to the engineering calculations for the first year. In case of Cost Avoidance shortfall, Honeywell will be allowed to remedy or make modifications to the ECM to deliver additional Savings and verify successful performance. Years 2 to term, verification is accomplished through trend data analysis to confirm that systems are functioning and operating as intended.

The determination of Cost Avoidance will utilize the following Baseline – actual formula:

Pre-retrofit energy consumption

Minus

Post-retrofit energy consumption

*

Utility Unit Costs

6 Determination of Non-Energy O&M Cost Impact

There are no associated avoided Operational Costs from this ECM.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to pool pumping system to allow pre-and-post measurements and ongoing data to be collected. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, review repair/replacement records and inventory, staff interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #8B: POOL EFFICIENCY MEASURES – ONSITE HYPOCHLORITE CHEMICAL TREATMENT SYSTEM

General Description & MV-Option Definition and Rationale

Purpose of the measure is to reduce the Operational Cost associated with Swimming Pool Water Treatment Chemicals. Honeywell will install onsite a Sodium Hypochlorite Generating System that will be used instead of batch treatment Chlorine to control Pool PH.

1 Boundary of Energy Use and Cost Savings Determination

The Cost avoidance for this ECM is an Operational Cost Avoidance impacting MDFR Budget(s). The Cost Avoidance is agreed upon and is Fully Stipulated and Agreed Upon as Accrued for the term of the guarantee based on Contract Execution.

2 Baseline: Conditions & Energy Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: Baseline Costs associated with Chlorine Purchases has been developed, reviewed, and agreed upon between Honeywell and MDFR through the Solution Development process. Operational performance Baseline parameters are included and presented in Exhibit 4 "*Savings Calculations*".

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected Baseline adjustments for this ECM. MDFR and Honeywell have stipulated and agreed upon operational parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*.

The verification of potential-to-save will be based on ECM acceptance documentation executed between MDFRSD and Honeywell.

For ECM 8b Pool Efficiency Measures Onsite Hypochlorite Chemical Treatment System, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 8b Pool Efficiency Measures Onsite Hypochlorite Chemical Treatment System meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

Not Applicable

5 Determination of Energy & Cost Savings

Not Applicable

6 Determination of Non-Energy O&M Cost Impact

Operational savings are based on the difference between the cost of operation of the Sodium Hypochlorite Pool Treatment System and the cost of purchased Chlorine and other applicable pool chemicals.

The operational cost savings are deemed satisfied upon contract execution through engineering calculations. MDFR acknowledges and agrees that, if it did not enter into this Agreement, it would

have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, and that, in doing so, it would incur operational costs of at least the amount per year over the life of the performance period. MDFR agrees that, by entering into this Agreement, it will avoid future operational costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to pool hypochlorite system to allow pre-and-post measurements and ongoing data to be collected. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Annual verification as defined above.

9 Reports & Documentation

There will be a single (1) annual report of the determination of energy avoidance each year.

ECM 9A: HEADQUARTERS COMPLEX BMS

General Description & MV-Option Definition and Rationale

Purpose of ECM is to enable MDFR staff to improve and monitor the operation of the existing mechanical systems that are connected, or will be connected, to the BMS. Energy and cost avoidance were calculated for the impact of resetting the unoccupied cooling setpoint to 78 deg. F. The BMS is used to monitor and verify that the setpoints and schedules are maintained to project specifications and are producing the calculated energy savings of the ECM's.

Capacities and performance indices of the building Automation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination:

The energy cost avoidance determination for this ECM is *isolated* to indicated significant parameters used in the calculations, and as indicated the Potential to save Verifications below, as retrofitted and controlled by the BAS specific to zone set points, and zone and equipment Scheduled operating hours, Occupied and Unoccupied set points and conditions etc.), All other existing or new equipment directly using energy are not accounted for in this energy analysis, including new equipment added under this contract or by others. Honeywell will provide verification that the equipment impacted by the ECM are operating to the specifications of the manufacturer and to the specifications projected in the proposal through the documentation records provided by the installer. Based on the verified operational specifications, energy savings will be calculated for the 1st year of the Guarantee Period.

2 Baseline: Conditions & Energy/Water Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline is based on computer model and/or spreadsheet calculations. The energy use Baselines, and Operational performance parameters are included in Exhibit 2 "*Detailed Scopes of Work*" Exhibit 3 "*Baseline*" and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein. The Baseline unit cost energy is based on the most recent rates paid by the Customer and will be considered to be the value of unit cost avoidance.

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments

There are no projected planned/unplanned Baseline adjustments for this ECM. The Customer and Honeywell have deemed satisfied to and agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation to verify that the setpoints and occupancy periods for the systems and zones impacted have been set up to project specifications based on documentation from the Honeywell, BMS data, or visual observation. Energy and cost avoidance are agreed upon based on the energy and cost avoidance calculations, as presented herein. Based on the measured efficiency and operational specifications, projected energy savings will be calculated for the 1st year of the Guarantee Period. Annual cost avoidance to be updated with current utility unit costs as calculated in accordance with Exhibit 4 "*Savings Calculations*".

For ECM 9a Headquarters Complex BMS, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 9a Headquarters Complex BMS meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to

Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited to verification of operating setpoint and schedule parameters through contractor documentation and trend data collection. All operating parameters including occupancy/unoccupancy, run-time-hours, etc., as presented in Schedule A *"Scope of Work"*, in Exhibit 2 *"Detailed Scopes of Work"* Exhibit 3 *"Baseline"* and in Exhibit 4 *"Savings Calculations"* are deemed satisfied and agreed upon in order to calculate savings.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Receive as-built documentation from project manager to review installation.
- Perform as needed data collection from BMS and visual inspections in the installation period. Participate in documentation and testing process.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): Trend data collection may be used by Honeywell to verify that the setpoint and schedule parameters of the ECM are being maintained for the guarantee period. Walk-through and visual observations will be conducted by Honeywell to ensure persistence of the ECM savings.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Review current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECM's from original installed conditions.
- Review 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.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to Customer records.
- Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

Trending and Data Acquisition: Trend logs need to be archived and saved for a minimum of two years by MDFR. Trend log shall be properly labelled, fully functional, and collecting data archived prior to commissioning phase. Honeywell is responsible for all programming and set-up for trending purposes. Trended data will be provided by the BMS or collected on-site.

Table 8. Setpoint Temperature Data

Point	Engineering Units	Interval
HVAC Occ/Un Occ Schedule	Occupied/Unoccupied Time Schedule	Change of State
Zone Setpoint (Occupied)	Deg. F.	60 minutes

Zone Setpoint (Unoccupied)	Deg. F	60 minutes

Collection of trended data will be conducted by Honeywell during the Guarantee Period. A walk-through on an annual basis to observe general conditions of operation and perception of system conditions will be conducted by Honeywell.

5 Determination of Energy & Cost Avoidance

Energy Cost Savings for this measure are achieved when systems are operated in accordance with the schedules based Occupied and Unoccupied set-points indicated in the energy calculations. Baseline energy consumption is based on computer model and/or spreadsheet calculations. Post-retrofit energy consumption reduction is deemed satisfied and agreed upon based on engineering calculations as long as function and operation of systems are installed and verified to meet calculation criteria. Changes in use or other pre/post retrofit criteria that is not consistent with calculations may result in Baseline adjustments or redetermination of Energy or Cost Avoidance. In case of Cost Avoidance shortfall, Honeywell will be allowed to remedy or make modifications to the ECM to deliver additional Savings and verify successful performance.

6 Determination of Non-Energy O&M Cost Impact

Post-retrofit avoided costs are projected based review and elimination of existing third-party BMS Service agreements. The annual maintenance cost has been identified and agreed upon between MDFR and Honeywell and is agreed upon as a stipulated and accrued.

The operational/capital cost avoidance (savings) are deemed satisfied upon Agreement execution. MDFR acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, and that, in doing so, it would include budgetary allocations of at least the amount presented in Exhibit 4 *"Savings Calculations"*. MDFR agrees that, by entering into this Agreement (contract), it will avoid future operational/capital costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to BMS system to allow pre-and-post and ongoing data to be collected to verify function and operation to project specifications. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, and BMS trend and totalization data, review of BMS schedules, and general review of BMS system specific data will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #9B: DEMAND CONTROL VENTILATION

General Description & MV-Option Definition and Rationale:

Purpose of ECM is to enable MDFR staff to improve and monitor the operation of the existing mechanical systems that are connected, or will be connected, to the BMS. Energy and cost avoidance were calculated for the impact of resetting the volume of unconditioned outdoor air to the Ventilation System based on the CO2 level in the Occupied Space. The BMS is used to monitor and verify that the CO2 setpoint and level are maintained to project specifications and are producing the calculated energy savings of the ECM's.

Capacities and performance indices of the building Automation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination:

The energy cost avoidance determination for this ECM is *isolated* to indicated significant parameters used in the calculations, and as indicated the Potential to save Verifications below, as retrofitted and controlled by the BAS specific to zone CO2 set point, Occupied Space CO2 levels and the associated HVAC system control sequences function to maintain appropriate ventilation levels of the spaces impacted by the ECM. All other existing or new equipment directly using energy are not accounted for in this energy analysis, including new equipment added under this contract or by others. Honeywell will provide verification that the equipment impacted by the ECM are operating to the specifications of the manufacturer and to the specifications projected in the proposal through the documentation records provided by the installer. Based on the verified operational specifications, energy savings will be calculated for the 1st year of the Guarantee Period.

2 Baseline: Conditions & Energy/Water Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline is based on computer model and/or spreadsheet calculations. The energy use Baselines, and Operational performance parameters are included in Exhibit 2 "*Detailed Scopes of Work*" Exhibit 3 "*Baseline*" and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein. The Baseline unit cost energy is based on the most recent rates paid by the Customer and will be considered to be the value of unit cost avoidance.

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments:

There are no projected planned/unplanned Baseline adjustments for this ECM. The Customer and Honeywell have deemed satisfied to and agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review of installation data and documentation to verify that the CO2 setpoints and control sequences that maintain the corresponding CO2 levels for the systems and zones impacted have been set up to project specifications based on documentation from the Controls Installer, BMS data, or visual observation. Energy and cost avoidance are agreed upon based on the energy and cost avoidance calculations, as presented herein. Based on the measured efficiency and operational specifications, projected energy savings will be calculated for the 1st year of the Guarantee Period. Annual cost avoidance to be updated with escalated or current utility unit costs as calculated in accordance with Exhibit 4 "*Savings Calculations*".

For ECM 9b Demand Control Ventilation, Honeywell's performance of its Guarantee shall be

determined and confirmed if the ECM 9b Demand Control Ventilation meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited to verification of operating setpoint and schedule parameters through contractor documentation and trend data collection. All operating parameters including occupancy/unoccupancy, run-time-hours, etc., as presented in Schedule A *"Scope of Work"*, in Exhibit 2 *"Detailed Scopes of Work"* Exhibit 3 *"Baseline"* and in Exhibit 4 *"Savings Calculations"* are deemed satisfied and agreed upon in order to calculate savings.

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Receive as-built documentation from project manager to review installation.
- Perform as needed data collection from BMS and visual inspections in the installation period. Participate in documentation and testing process.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): Trend data collection may be used to verify that the CO2 setpoint and zone CO2 Levels are meeting the parameters of the ECM, and that they are being maintained for the guarantee period. Walk-through and visual observations will be conducted by Honeywell to ensure persistence of the ECM savings.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Review current manual set points and manual settings. Record changes in the operation, control sequences and control set points of the ECM's from original installed conditions.
- Review 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.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to Customer records.
- Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

Trending and Data Acquisition: Trend logs need to be archived and saved for a minimum of two years by MDFR. Trend log shall be properly labelled, fully functional, and collecting data archived prior to commissioning phase. Honeywell is responsible for all programming and set-up for trending purposes. Trended data will be provided by the BMS or collected on-site.

Demand Control Ventilation (HVAC Systems) - Data collected will be used to verify operation of Demand Control Ventilation Control Sequence and function and operation as

intended. Data will be reviewed on a sample set of systems each month. Deviations will be presented and discussed with customer as observed.

Point	Engineering Units	Interval
HVAC Occ/UnOcc Status	Occupied/Unoccupied	Change of State
Zone CO_2 level	PPM	15 min.
Control Sequence Setpoint	PPM	15 min.
Outdoor Air Damper Control Output/Position	Damper	Daily Total
Motor Controlling Set Point	Psi, °F, etc.	15 min.
Motor Controlling Value at Reading	Psi, °F, etc.	15 min.
System Differential Pressure	psi	15 min.
Motor Load	%	15 min.

Data trending will be conducted by Honeywell during the guarantee period. A walk-through on an annual basis to observe general conditions of operation and perception of system conditions will be conducted.

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are achieved when systems are operated in accordance with the schedules based Occupied and Unoccupied CO2 set-points and zone CO2 levels indicated in the energy calculations are maintained by the functionality of the demand control sequences. Baseline energy consumption is based on computer model and/or spreadsheet calculations. Post-retrofit energy consumption reduction is deemed satisfied and agreed upon based on engineering calculations as long as function and operation of systems are installed and verified to meet calculation criteria. Changes in use or other pre/post retrofit criteria that is not consistent with calculations may result in Baseline adjustments or redetermination of Energy or Cost Avoidance. In case of Cost Avoidance shortfall, Honeywell will be allowed to remedy and verify successful performance.

6 Determination of Non-Energy O&M Cost Impact

There are no associated avoided Operational Costs from this ECM.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to BMS data to allow pre-and-post and ongoing data to be collected to verify function and operation to project specifications. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, and BAS trend and totalization data, review of BAS schedules, and general review of BAS system specific data will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #10: HEADQUARTERS GENERATOR REPLACEMENT

General Description & MV-Option Definition and Rationale

Purpose of ECM is to replace the Existing Emergency Generators that are past their useful expected equipment life cycle. Energy cost avoidance is achieved because the new dual fuel engine/generator system will be set up to operate on primarily Natural Gas, which is at a lower cost per equivalent BTU than Diesel Fuel which is currently in use. Additional Capital Cost avoidance will be accrued based on Capital Cost Budget Allocations for the replacement of the existing Generators, and Operational Cost Avoidance will be accrued associated with the current cost of repairs to the existing generators.

Capacities and performance indices of the building Automation ECM are presented below in this M&V plan, Exhibit 2 "*Detailed Scopes of Work*", and in Exhibit 4 "*Savings Calculations*", attached hereto and incorporated herein.

1 Boundary of Energy Use and Cost Avoidance Determination

The energy cost avoidance determination for this ECM is *isolated* to the retrofitted BAS use. Calculated Baseline fuel oil use in BTU's will be converted to equivalent Natural Gas BTU's and the cost per BTU unit of Natural Gas times the BTU units is subtracted from the cost per BTU of fuel oil times the BTU units of fuel oil used, to determine the energy cost avoidance. The calculations are agreed upon and fully stipulated for the term of the guarantee. Honeywell will provide verification that the equipment installed are operating to the specifications of the manufacturer and to the specifications projected in the proposal through the documentation records provided by the installer. Other equipment & processes will not be monitored. Utility bill accounting and auditing is not included, and if desired can be provided at extra cost.

2 Baseline: Conditions & Energy/Water Data AND Planned & Unplanned Baseline Adjustment Conditions

Baseline: The energy performance Baseline is based on spreadsheet calculations. The energy use Baselines are included in Exhibit 3 "*Baseline*". The Baseline unit cost energy is based on the most recent rates paid by the MDFRSD and will be considered to be the value of unit cost avoidance. Operational performance Baseline parameters are included and presented in Exhibit 4 "*Savings Calculations*".

Planned and Unplanned (Routine and Non-Routine) Baseline Adjustments:

There are no projected planned/unplanned Baseline adjustments for this ECM. The MDFRSD and Honeywell have deemed satisfied to and agreed upon performance, energy and operational Baseline parameters.

3 Potential-to-Save Verification Plan

The verification of potential-to-save will be based on review, including but not limited to of installation data and documentation, to verify that the systems installed meet or exceed contract specifications for *quantity, quality, capacity, efficiency, and operational* parameters as delineated in Schedule A *"Scope of Work"*, and Exhibit 4 *"Savings Calculations"*. The operating parameters and fuel consumption data will be deemed satisfied and agreed upon as presented in Exhibit 4 "*Savings Calculations*". Annual cost avoidance to be updated with current utility unit costs as calculated in accordance with Exhibit 4 "*Savings Calculations*".

For ECM 10 Headquarters Generator Replacement, Honeywell's performance of its Guarantee shall be determined and confirmed if the ECM 10 Headquarters Generator Replacement meets the Potential to Save avoidance as presented in the Scope of Work in Schedule A, Section 6.2 of Schedule C, this M&V Plan, and as documented in Schedule P. Honeywell will confirm that the Potential to Save has been achieved.

4 Parameters to be Monitored & Sampling Plan

General: The measured parameter is limited to verification of equipment quantity and types through contractor documentation. All other operating parameters including occupancy/unoccupancy, run-time-hours, etc., are deemed satisfied and agreed upon in order to calculate savings, Exhibit 4 "*Savings Calculations*".

M&V activities by Honeywell will confirm the general operation of the ECM to contract specifications as follows:

- Receive as-built documentation from project manager to review installation.
- Perform as needed inspections in the installation period.
- Review savings calculations.
- Write-up of Post Conditions Installation Report.

Performance Period (On-Going): An annual walk-through and visual inspection will be conducted by Honeywell to ensure persistence of the ECM savings.

Site walk-through will be conducted by Honeywell to confirm that the ECM is still in place and functioning as intended based on the observations indicated:

- Verify through visual observation that the ECM is still installed and has been properly maintained.
- Verify to the limits of visual observation that the ECM is still functional to specifications of project.
- Record observed addition or deletion of site equipment, which may impact the ECM's or the building energy consumption and compare to MDFRSD records.
- Record observations regarding other changes on-site that may impact the ECM's or the building energy consumption.

Trending and Data Acquisition: Not Applicable

5 Determination of Energy & Cost Avoidance

Energy cost savings for this measure are based on the difference in BTU based unit costs of the energy type, between fuel oil and natural gas. Baseline fuel oil use will be converted to BTU units, and multiplied by Baseline cost per unit of fuel oil. Post retrofit natural gas use will be calculated to be equal to the Fuel oil BTU units converted to equivalent natural gas BTU units. Cost avoidance is determined to be the units of fuel oil times the unit costs of fuel minus equivalent units of natural gas times the unit cost of natural gas.

Energy and cost avoidance for this ECM is stipulated and agreed upon based on the engineering calculations.

6 Determination of Non-Energy O&M Cost Impact

Post-retrofit avoided Capital costs are projected based on reductions in related labor activities required to maintain ageing equipment, and reductions in related material purchases required to maintain ageing equipment are part of the Operational savings associated with this ECM. Capital

and Operational savings are based on the following agreed upon concepts:

The Capital and Operational cost savings are deemed satisfied upon contract execution based on warranty, pre-and-post engineering calculations, and MDFR agreed avoidance. MDFR acknowledges and agrees that, if it did not enter into this agreement, it would have to take future steps to achieve the same ends as does the work included in Schedule A *"Scope of Work"* of this Agreement, 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 in Exhibit *4 Savings Calculations"*. The MDFRSD agrees that, by entering into this agreement, it will avoid future operational costs in at least these amounts.

7 Customer Responsibilities

(a) MDFR responsibilities are indicated in Schedule J, in the Energy and Operational Cost Avoidance Guarantee Practices, and in the following ECM specific responsibilities:

- Provide access to generator operating data to be collected to verify use of propane or natural gas instead of fuel oil. Provide witness to testing process as stated above.

(b) If the on-going verification data collection indicates that the savings accrual for this ECM has the potential to deviate, then Honeywell may recommend that MDFR agree to or undertake certain reconciliation efforts which may include, but not limited to corrective actions, and/or routine or non-routine adjustments. All such reconciliation efforts shall be undertaken and implemented by mutual agreement of MDFR and Honeywell. MDFR retains the responsibility and control for the use of the Facilities and the ECM Components in a manner that they choose.

8 Performance Period Definition and On-Going Activities

Performance Period Definition: The performance period term overall is 20 years.

On-Going Activities: Visual inspection, MDFRSD repair/replacement records and inventory, MDFRSD interview, and observed conditions will be used to provide on-going verification that the ECM is still in place and are functioning as intended.

9 Reports & Documentation

There will be a one (1) annual report of the determination of energy avoidance each year.

ECM #11: Removed from Scope at Request of Customer

ECM #12: HVAC Replace FCU's and Outside Air Intake

General Description & MV-Option Definition and Rationale:

There are no M&V Activities included for this ECM. Pre and Post Retrofit Energy use is expected to remain the same for this ECM.

Schedule W

Reserved

Schedule X

Owner Direct Purchase Procedure

Pursuant to Section 212.08(6) of the Florida Statutes and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the County is eligible to directly purchase materials, equipment, supplies and other items for the Work on a sales tax-exempt basis when the County is deemed to be the ultimate consumer of any such materials, equipment, supplies or other items. The responsibilities of Honeywell and MDFR for the direct purchase of materials, equipment, supplies or other items shall be governed by this Schedule X and the Parties agree to the following procedure regarding MDFR's direct- purchase from vendors of the Equipment specified below to be used in the Work and installed at the appropriate Facilities:

1. Attached hereto as Attachment No. 1 is a list of all direct-purchase Equipment and Systems to be purchased by the County, including vendor name, address, telephone number, fax number, delivery method, expected delivery date, item numbers, descriptions, quantities, and order total. Prior to the issuance of a Purchase Order, Honeywell understands and agrees that each vendor in the attached list must currently be, or becomes prior to the time a purchase order is issued by the County, a vendor registered with the County in accordance with section 2-8.1 of the County Code. In addition, Honeywell will assist the vendor in the attached list in providing required information to the County prior to the issuance of any purchase order so that Automated Clearing House ("ACH") payments can be made to the vendor.

2. The list set forth in **Attachment No. 1** has been prepared by Honeywell and Honeywell represents, acknowledges and affirms to the County that Attachment No. 1 was prepared in good faith, is accurate to its knowledge, and accurately reflects the items and amounts that will be purchased directly by MDFR on a tax-exempt basis as of May 21, 2021. Items not included in the list attached can only be added or modified with prior authorization of the Board of County Commissioners ("Board") and written agreement of Honeywell. The County shall have the sole right to determine which items shall be purchased directly as Owner Purchased Materials.

3. Within two (2) weeks of receipt by MDFR of a written request submitted by Honeywell for the County's issuance of a Purchase Order, MDFR will prepare and issue a Purchase Order to the vendor identified in Attachment No. 1 with a copy of MDFR's State of Florida sales tax exemption certificate. Purchase orders should include no partial shipment provisions. The Purchase Order issued by the County shall include the required quantities of the Equipment at the price established in the vendor's quote to Honeywell set forth in Attachment No. 1, less any sales tax associated with such price. All material terms negotiated by Honeywell with the vendor (i.e. pricing, delivery date, payment terms, warranties, retainage) that are not otherwise set forth in Attachment No. 1 shall be noted on the written request from Honeywell to the County.

4. The Purchase Order issued by the County shall require the delivery of the Equipment on the delivery date provided by vendor to the County and shall indicate F.O.B. to the address indicated by MDFR. The County's Purchase Order(s) shall contain or be accompanied by the County's exemption certificate and must include the County's name, address, and exemption number with issue and expiration date shown. With each Purchase Order, the County shall issue to each supplier or vendor and to the Company a Certificate of Entitlement on the Certificate of Entitlement Form set forth in Florida Administrative Code section 12A-1.094.

5. The County shall not be held liable for any loss or damage for delays caused by others, including acts of nature, strikes, or other causes beyond the control or fault of the County.

6. Company will inspect the materials purchased by MDFR upon full delivery to the agreed upon MDFR storage facility for product specifications and quantities. Company shall be responsible to verify quantity, specifications, warranties and that all other specifications of the Equipment and Systems ordered by the County by the Purchase Order pursuant to this Schedule X is correct and will notify MDFR promptly of any damage and/or discrepancies or problems with the delivered order that Company notices. Company shall not be responsible for any damage and/or discrepancies in the materials purchased by MDFR, whenever discovered, except to the extent caused directly by Company's negligent acts. MDFR will pay for all storage, shipping, taxes and other fees and costs relating to all direct-purchased equipment.

7. Title to the direct purchased Equipment and Systems will vest in MDFR at the time the Equipment and Systems are delivered by the vendor to MDFR.

8. MDFR assumes all risk of damage or loss for the direct purchased Equipment and Systems purchased from the time of delivery and acceptance to the time of transfer of the Equipment and Systems to Honeywell. Notwithstanding the transfer of direct purchased Equipment and Systems by the County to Honeywell's possession, the County shall retain title to any and all direct purchased Equipment and Systems. Retaining such title by the County does not relieve Honeywell of the responsibility for oversight of the direct purchased Equipment and Systems once they are in Honeywell's possession.

9. MDFR is to be invoiced directly by the vendor for direct purchased Equipment and Systems.

10. MDFR will forward invoices to Company for review. Company will return the invoices to MDFR within five (5) business days with any relevant notations and/or supporting documentation (e.g. packing lists, freight carrier' s bill of lading, incident report, etc.), if any; provided, that Company shall not have any liability relating to such review or the results thereof.

11. MDFR will be liable for the payment of all vendor invoices. Payments of invoices are to be made by MDFR directly to the vendor.

12. Company shall maintain copies of all transactions carried out under this Direct Purchase Procedure.

13. The Company shall determine, prior to incorporation of the direct purchased Equipment and Systems into the Work, if such materials are identical to the materials ordered and match the description on the bill of lading. If the Company discovers defective or nonconforming direct purchased Equipment and Systems either at initial inspection or at any time thereafter, the Company shall not utilize such non-conforming or defective direct purchased Equipment and Systems and shall instead shall promptly notify MDFR of the defective or non-conforming condition in order for MDFR to pursue repair or replacement of those Equipment and Systems.

14. MDFR acknowledges and agrees that it will pay any taxes ultimately determined to be due, and any associated interest, penalties or other direct costs incurred on said direct purchase items as a result of any audit, examination, investigation, and/or determination by the Florida Department of Revenue, or other such department/agency having jurisdiction, arising out of the election of MDFR to directly purchase any item whereby sales tax exemption is disallowed or challenged. Nothing contained herein shall prevent MDFR from contesting in good faith in any proper proceedings the validity of any such taxes, penalty or interest, or other asserted direct costs by any such agency.

15. The Price identified in Section 1.1 of Schedule D is the fee that is due and payable to Company in accordance with Section 5 of the Agreement and is due irrespective of any direct purchased

Equipment and Systems by MDFR. In the event MDFR does not direct purchase Equipment and Systems and requests Company purchase equipment on MDFR's behalf, the parties will execute a mutually agreeable change order.

16. If the MDFR fails to perform its responsibilities under this Schedule in a timely manner, Company will be entitled to an equitable adjustment in the schedule for performance and the compensation payable to it under this Agreement. In such event, the parties will mutually agree upon a Change Order documenting the adjustments. Notwithstanding the foregoing, the County shall not be liable for any costs associated with interruption or delay in the Work or for any extra costs relating to the Work resulting from incorrect, incomplete or damaged direct purchased Equipment and Systems, or from delay in the delivery of direct purchased Equipment and Systems to the extent such interruptions, delays or costs are due, in whole or in part, to acts of nature, strikes or other causes beyond the control of the County or the actions of others.

17. **COMPANY SHALL INSTALL THE EQUIPMENT AND SYSTEMS PURCHASED DIRECTLY BY MDFR IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS AND PURCHASE ORDER AND SHALL WARRANT ITS LABOR AND WORK FOR ONE (1) YEAR. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SYSTEMS PURCHASED DIRECTLY BY MDFR. THE WARRANTIES SET FORTH IN THIS SECTION 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 MATERIALS PURCHASED DIRECTLY BY MDFR UNDER THIS AGREEMENT. HONEYWELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**

PowerSecure

1300kW, 480V, Natural Gas Fired Engine Generation System – Engine Generators Only

Proposal and Scope of Work Prepared for Honeywell Inc., on behalf of Miami Dade Fire & Rescue Headquarters & Training Center

PowerSecure, Inc.
4068 Stirrup Creek Drive
Durham, NC 27703

Contact: Mike Ammerman
Phone: 919.622.7930
Fax. 919.556.3596
Email: mammerman@powersecure.com

*Confidential and Proprietary

PowerSecure

06.07.2021

Mr. Benjamin J. Salz
Budget Bureau Manager
Miami Dade Fire Rescue
C/O
Mr. Aldo Melgarego@Honeywell.com
Honeywell | Building Technologies
9315 NW 112th Avenue
Miami, FL 33176

Via email to: Aldo.Melgarego@Honeywell.com

Dear Aldo,

Ref: 1300kW, 480V, EPA Factory Certified Natural Gas, Distributed Infrastructure Generation System – Miami Dade Fire & Rescue Headquarters and Training Center (MDFR) – Engine Generators Only

Dear Aldo,

PowerSecure, Inc. is pleased to offer this proposal and proposed scope of work to MDFR ("Customer") for the above referenced project. This proposal presents our proposed approach, scope of work, associated fees and estimated timeline to complete the deliverables in accordance with your request. The proposal is organized as follows:

- Our Understanding of Your Requirements
- Proposed Scope of Work and Deliverables
- Clarifications and Exclusions
- Schedule (Estimated) and Pricing
- Proposed Contract Documentation and Exhibits incorporating this Proposal
    - Form Agreement and Proposal Acceptance
    - Standard Terms and Warranty
    - 30% Preliminary Drawing Set

We appreciate the importance of this initiative to your company and welcome the opportunity to work together on this project.

Sincerely yours,

Michael E. Ammerman

Digitally signed by Michael E. Ammerman
DN: C=US, E="mammerman@powersecure.com", O="PowerSecure, Inc.", OU=Distributed Infrastructure, CN=Michael E. Ammerman
Date: 2021.06.07 10:40:19-04'00'

For and on behalf of PowerSecure, Inc.

*Confidential and Proprietary

PowerSecure

Executive Summary

PowerSecure will provide a 1300kW, 480V, EPA Factory Certified Natural Gas PowerBlock®, skid mounted, engine generation system, in compliance with NEC Article 702, that will sit inside Generator Room 1 of the MDFR CEP, and will serve the complete facility resiliency needs of MDFR based on projected future energy demand (kW) per Honeywell, Inc.

Our Understanding of Your Requirements

We understand that MDFR places value on hurricane preparedness and complete facility resiliency with built-in system redundancy. We also understand that MDFR is in the market for replacement generation with a turnkey approach, including removal of the existing generation, installation of new generation, tying into the current emergency electrical service, all construction and equipment included due to the existing standby generation being more than 50 years old. Finally, our comprehensive semi-annual preventative maintenance and remote monitoring package will allow MDFR to have one vendor working on their behalf both during the removal and re-installation process, as well as on a continuous basis for the life of the new generation system.

PowerSecure

Scope of Work

PowerSecure will deliver the following solution on a Turnkey basis for the project as outlined in the scope details set forth below.

Services

- Project Management Services
  - PowerSecure will provide Project Management to manage the project plan, schedule, and communications and will coordinate the activities throughout project delivery.
  - The PowerSecure Project Manager will serve as the single point interface with Customer and Customer's utility and will be present on-site for critical activities and key milestones.
- Preliminary Design Services
  - Conduct review of existing Customer's electrical infrastructure and available documents.
  - Determine alternative system integration locations, configurations and options.
  - Confirm project scope and location acceptability with Customer.
  - Conduct preliminary code and environmental review based on project site locale.
  - Provide Customer with concept design documents for approval (30% design drawings).
- Engineering Services
  - Conduct environmental, electrical and other related studies and investigations required for project design, permitting, and construction, including utility locator services.
  - Establish project permitting requirements.
  - Develop, submit and coordinate all required permit applications with the appropriate authorities having jurisdiction (AHJ).
  - Complete, submit and coordinate all interconnection applications and activities with utility.
  - Provide all engineering and design services necessary to complete construction drawings for the equipment listed in the Equipment Deliverables table below in accordance with the AHJ codes and ordinances.
  - Prepare 60%, 90% and 100% construction drawings.
  - Construction drawings signed and sealed by a Registered Professional Engineer of Record (in state of project location) where required.
  - Prepare product engineering drawings and compile drawings and product information into submittal for Customer review and approval as required.
- Procurement and Production Services
  - Procure, manufacture, integrate, assemble and test System components.
- Construction Services
  - Construct and install System components including construction management services, vendor coordination, site work, electrical and mechanical work, general conditions, and system modifications for interconnection with existing infrastructure and utility, and communications systems necessary for a fully functioning System.
  - Assist Customer in the application of all environmental related permits that are required by the various federal and state agencies. All environmental related permits must be obtained by Customer and held in Customer's name.

- Assist in the preparation of all application documents for the above-mentioned permits and request Environmental Management of Customer to review all documents prior to submission, such as to avoid conflict with or impact to the environmental strategy of Customer. Neither Construction nor Operation will commence until proper authority has been granted and evidence of that authority has been provided to the appropriate officials by Customer.
- Perform construction permitting service.
- Prepare and submit to Customer construction progress reports.

- Testing and Commissioning
  - Develop plan and verification report for commissioning and testing of System.
  - Commission and test all System components; Conduct System function testing per approved sequence of operations (SOO).
  - Prepare full System functionality testing and performance verification report, including, but not limited to, communications programming, protocols, and interfacing between all components.
  - Conduct acceptance testing of all System components.
  - Provide completed Commissioning verification report to Customer.
- Training
  - Provide on-site in-service training for Customer's staff on operation, maintenance and control of the System.

PowerSecure

Equipment Deliverables

The equipment that is included in this scope of work is detailed below and shall be known as the "System".

Item #	Item Name	Qty #	Description
01	PowerBlock®(s)	2	650kW Natural Gas Rated, 425kW Liquid Propane Rated, 480VAC, EPA Factory Certified NSPS, Skid Mounted, Spark Ignited PowerBlock® Engine Generation System.

Scope Clarifications

The proposed scope of work incorporates PowerSecure drawings attached as Exhibit C-1.

1. Project Design Information: Design/Build by PowerSecure.
2. Primary Natural Gas Train, Coupling & Regulator included.
3. Vaporizer and Second Gas Train for Liquid Propane Connection included.
4. Natural Gas engines are designed to operate on pipeline quality natural gas with a LHV of approximately 920 BTU/scf. LPG engines and fuel systems are designed to operate on HD-5 specification LPG fuel. Fuel other than HD-5 may cause harm to the engine's emission control system and a warranty claim may be denied on this basis if operators can readily find the proper fuel. Use of any other fuel may result in your engine no longer operating in compliance with EPA emissions requirements.
5. When/if running on Liquid Propane, the nameplate capacity of each engine generator will be derated to 425kW electric.

Exclusions

1. Any sales or use tax, excluded.
2. Removal of existing Bulk Diesel Storage System and any tank/area mitigation, excluded, by others.
3. Roof Ventilators and associated Flashing

PowerSecure

Pricing

Based on our understanding and scope of work, we have prepared pricing for this project. Our pricing is guaranteed for 90 days from the date of this proposal. After 90 days, we will revisit our pricing for any required adjustments at that time.

System Price

Item #	Description	Price[1]
01	Two (2) 650kW, 480VAC, Spark Ignited Engine Generators as listed above	$793,600

1) Any applicable Taxes not included.

Invoice Procedures and Payment Schedule

System Invoice Schedule

PowerSecure will invoice for a percentage of the total system price as the delivery milestones listed below are completed.

All Extended Warranties will be invoiced on final milestone invoicing. Extended Warranty invoicing must be paid with final invoicing to receive any Extended Warranties.

% of Price	Milestone
30%	Contract Signing
20%	Receipt of System Submittal
25%	Receipt of Major Equipment Onsite
15%	Substantial Completion of Installation
10%	Final Commissioning / Start Up + In-Service Training and O&M Submission
100%	Total

PowerSecure

Estimated System Delivery Dates & Shipping Method

Milestone	Estimated Completion[1] (number of weeks)
Contract Signing	0
Customer Receipt of System Submittal	10-14
Receipt of Major Equipment Onsite	30-34

1) This time frame is also pending contract execution of the construction portion of this project.
1) This time frame is pending AHJ approval for the construction portion of this project.

Shipping Method is Freight on Board by truck from Durham, NC.

Terms of Proposal

This Proposal shall be incorporated into the Agreement and Proposal Acceptance along with the Terms and Conditions as shown in Exhibit A making a binding Contract upon execution by Customer and PowerSecure.

Agreement and Proposal Acceptance

If the content and terms of this proposal provided to you and attached as Exhibit A to this Contract are acceptable, please execute this Agreement and Proposal Acceptance in order to secure the terms as outlined. PowerSecure will countersign and return a fully executed version for your files. This Proposal and all of the Exhibits attached hereto make up the Contract between you and PowerSecure for the products and services outlined in the Proposal and Exhibit A.

The terms of this proposal will expire on 07.31.2021. If this Agreement and Proposal Acceptance is not signed before the date set forth above, PowerSecure reserves the right to adjust pricing.

If you would like to proceed with this project as described in this proposal, please countersign below and return a copy of the executed document to us for our records on or before 07.31.2021.

Agreed and accepted by Miami Dade Fire and Rescue

(Please select the line items and options of your choice)

☐	Two (2) 650kW, 480VAC Units as listed above

IN WITNESS WHEREOF, the parties hereto have agreed to the terms and conditions of this Contract effective as of the date signed by PowerSecure Inc. below.

PowerSecure

	Miami Dade Fire Rescue	PowerSecure, Inc.
Signature		
Name		
Title		
Date		

Customer Delivery and Billing Information

Delivery Site Contact Details *(N.B.: this must be the address where the service is actually provided as this will appear on the invoice under "Ship to")*	
Name:	**Address:**
Company Name:	
Job Title:	**City:**
Tel No:	**State:**
Email:	**Zip Code:**
Tax Number/VAT Registration:	**Country:**

Billing Address *(N.B.: This must match exactly how you would like this to appear on your invoice under "Bill to")*	
Name:	**Address:**
Company Name:	
Job Title:	**City:**
Department:	**State:**
Tel No:	**Zip Code:**
Email:	**Country:**
Your invoice will be sent via email to the above address. If you require an alternative method of delivery, please specify:	
Do you require a Purchase Order number to be referenced on your invoice? Yes/No	
If Yes, please provide the Purchase Order number: *If the purchase order number is not available at this time, please provide a customer contact email address for PowerSecure to obtain the Purchase Order number:*	
Do you require Receipts for Purchases or Shipping Charges to be submitted with your invoice? Yes/No	
If Yes, a 5% administration fee will be applicable and billed accordingly.	

*Confidential and Proprietary

PowerSecure

Attachments

EXHIBIT A: Proposal, Scope of Work, and Terms and Conditions
EXHIBIT C: Sequence of Operations
EXHIBIT C-1: 30% Preliminary Drawing Set
APPENDIX 1: Why PowerSecure

EXHIBIT A – Proposal, Scope of Work, and Terms and Conditions

This Proposal and Scope of Work (pages 1-8 of this document) is incorporated herein as Exhibit A and subject to the following Terms and Conditions:

Terms and Conditions	
1.	**Applicability.**
1.1	These terms and conditions for the services described in the attached proposal (the "Proposal") are the only terms that govern the provision of services by PowerSecure, Inc. ("PowerSecure") to the customer named in the Proposal ("Customer").
1.2	In the event of any conflict between the terms and conditions in this Proposal and elsewhere in the Proposal exhibits, the terms and conditions in this Exhibit A shall control.
1.3	These terms and conditions prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, purchase order, or such terms. Any purchase order or acknowledgement issued by Customer is issued only for administrative purposes and any additional or conflicting terms and conditions appearing therein shall be void and of no effect. Neither PowerSecure nor Customer shall be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth in this Proposal, including this Exhibit A. Provision of services to Customer and performance of work for Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these terms and conditions.
1.4	The Proposal, along with these terms and conditions and the other exhibits to the Proposal, constitute the "Contract" as such term is used in these documents.
2	**Description of Services and Work.**
2.1	Subject to the terms and conditions set forth in this Contract, PowerSecure agrees to furnish labor, supervision, equipment, materials, and transportation necessary to perform the Work and to provide the services described in the Proposal (the "Work").

Terms and Conditions	
2.2	PowerSecure shall be entitled to rely on the accuracy of any information provided by Customer, which is hereby warranted by Customer to be accurate and complete in all respects. In the event of any unforeseen costs incurred by PowerSecure due to the inaccuracy or incompleteness of any such information, the compensation payable by Customer to PowerSecure shall be equitably adjusted to compensate for any such additional costs.
2.3	PowerSecure shall exercise reasonable efforts to complete the Work in accordance with the estimated schedule specified in the Proposal, but such schedule is only an estimate so PowerSecure is not responsible for delays caused by Customer, acts of God or other events, circumstances or reasons beyond the control of PowerSecure or for costs incurred by Customer due to late delivery or completion of the Work.
3	**Services Fee and Terms of Payment.**
3.1	Customer shall pay PowerSecure the contract price, or milestone payment (if applicable), specified in the Proposal (the "Contract Price") or any Ongoing Service Fees within 30 days from the date of the PowerSecure invoice for completion of the Work (or of the milestone, if applicable), unless otherwise provided in the Proposal. If Customer fails to pay the invoice by the due date, Customer shall be liable to PowerSecure for any attorneys or related fees incurred in collection of any amount due and shall pay a fee to PowerSecure on the amount past due in the amount of 1.5% per month.
3.2	Any work beyond the scope of Work described in the proposal that is requested of and performed by PowerSecure ("Additional Work") shall be billed to Customer at PowerSecure's then current standard rates, unless otherwise agreed to in writing by the parties. PowerSecure shall have the right to reject all or any portion of any requested Additional Work in its sole discretion.
3.3	No change in the Work, whether by modification, addition or deletion to the Work ("Change Order"), requested by Customer will be effective or binding on PowerSecure unless PowerSecure, in its sole discretion, agrees in writing to such Change Order, including the change in the compensation payable by Customer to PowerSecure for such Change Order. Notwithstanding the foregoing, PowerSecure may from time to time change the Work or the services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Work, or the fees or the estimated schedule set forth in the Proposal.
3.4	The prices for the Work and any Additional Work are exclusive of federal, state, municipal or other sales or use tax unless otherwise stated in the Proposal. If PowerSecure is required by applicable law to pay or collect any such taxes on account of Work provided in fulfilling this Contract, then such amount of tax and any penalties and interest thereon shall be reimbursed to PowerSecure by Customer. Unless a Sales Tax Certificate is provided to PowerSecure, the invoice will include a line item for sales tax.
4	**Customer's Obligations.**
4.1	Customer shall be responsible to provide PowerSecure, including its vendors, subcontractors and other agents, full access to and around the work site sufficient to enable PowerSecure to perform the Work proposed herein. PowerSecure shall have the right to suspend the Work and recover from Customer any additional costs it incurs in the event that there is inadequate access to the work site, or in the event that continuing with the Work might jeopardize the safety of any person or property.

Terms and Conditions	
4.2	Customer shall provide any necessary plans, specifications, drawings, or information that may be necessary or useful in the performance of the Work and any Additional Work at no cost to PowerSecure.
4.3	Customer shall reasonably cooperate with PowerSecure, and its vendors, subcontractors and other agents, in all matters relating to PowerSecure's performance of the Work, including providing PowerSecure reasonable office accommodation and other premises as may be reasonably requested by PowerSecure for the purpose of performing the Work.
4.4	Customer shall promptly respond to any request by PowerSecure to provide direction, approvals, authorization or decisions that are reasonably necessary for PowerSecure to perform the Work in accordance with the Proposal. Customer delays may result in a change to the schedule.
4.5	Customer's electrical maintenance staff shall become familiar with certain limited characteristics of the System in order to aid PowerSecure in troubleshooting system problems, should any occur. Other Customer responsibilities include: 1. Weekly brief visual inspection of each Distributed Generation System enclosure to look for: A. Vandalism; B. Liquid leaks of any kind (stains or puddles in the enclosure or on the concrete pads); C. Damage caused by severe weather; D. Brief visual inspection after any System operation to look for signs of overheating, leaks, weather damage. 2. In the event of a System failure, PowerSecure may request the assistance of Customer's electrical maintenance personnel to aid in the troubleshooting of failure. This assistance could involve: (A) visual inspection, (B) manually starting the System under PowerSecure supervision over the telephone, (C) manually resetting selected protective functions, or verifying other physical conditions.
5	**Permits and Regulatory Requirements.**
5.1	If compliance with any laws, rules, regulations, or ordinances of any federal, state or local government or regulatory authority or agency requires any changes in the Work or services proposed herein, or if any permits, licenses, authorizations, waivers or approvals be required for PowerSecure to perform the Work and services, Customer assumes the cost, risk and responsibility for such compliance or change, or for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees, including all costs of any required permits and licenses and any costs incurred by PowerSecure due to any required changes in the Work, unless specifically stated otherwise within the Proposal.
6	**Intellectual Property and Confidential Information.**
6.1	All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under the Contract or prepared by or on behalf of PowerSecure in the course of performing the Work, except for any Confidential Information of

Terms and Conditions	
	Customer or customer materials, shall be the sole and exclusive property of and shall continue to be owned by PowerSecure. PowerSecure hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Work.
6.2	All non-public, confidential or proprietary information of PowerSecure, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing ("Confidential Information"), disclosed by PowerSecure to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Work or this Contract is confidential, and shall not be disclosed to any other person or entity (other than an employee or representative of Customer who needs to know such Confidential Information and agrees to maintain the confidentiality thereof), shall not be copied, summarized or otherwise reproduced by Customer without the prior written consent of PowerSecure, and shall not be used for any other purpose other than in connection with the Work. Confidential Information does not include information that Customer can demonstrate is (i) in the public domain, other than as a result of a direct or indirect disclosure by Customer; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party that does not have a fiduciary or confidentiality duty to PowerSecure. Customer agrees to use the Confidential Information only to make use of the Work. PowerSecure shall be entitled to injunctive relief for any violation of this duty of confidentiality by Customer.
7	**Indemnification.**
	Each of PowerSecure or Customer (as applicable, the "Indemnifying Party") will indemnify, release, hold harmless, and defend the other party (as applicable, the "Indemnified Party") from or against any third-party losses or damages of any nature (including reasonable attorney's fees and costs of investigation) caused by, arising out of, or related to Indemnifying Party's, or any of its officers, directors, employees, representatives, or agents, fraud, willful misconduct, reckless or negligent act or omission, or criminal act; except to the extent such losses or damages were caused by the fraud, willful misconduct, reckless or negligent act or omission, or criminal act of an Indemnified Party.
8	**Limitation of Liability.**
8.1	The remedies set forth in this Contract are Customer's sole and exclusive remedies against PowerSecure directly or indirectly relating to this Contract.
8.2	NEITHER POWERSECURE NOR ITS EMPLOYEES, ITS SUBCONTRACTORS, SUPPLIERS OR OTHER AGENTS SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT POWERSECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL POWERSECURE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-

Terms and Conditions	
	PERFORMANCE OF THE WORK OR ANY ADDITIONAL WORK OR OTHERWISE UNDER THE PROPOSAL EXCEED THE TOTAL OF THE CONTRACT PRICE AS SET FORTH IN THE PROPOSAL.
8.3	The provisions of this Section 8 shall apply whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.
8.4	Notwithstanding any other provision in this Agreement, Customer and vendor acknowledge and agree that Customer will incur damages by reason of vendor's delay (excluding delays as set forth in Section 10 of this contract) in providing equipment within 54 weeks of receipt of purchase order, which damages are difficult to quantify. Vendor and Customer agree that if vendor fails to deliver equipment within 54 weeks of receipt of purchase order, Customer shall be entitled to recover, as liquidated damages and not as a penalty, damages from the vendor in an amount of $700.00 (Seven-Hundred Dollars and Zero Cents) per day of delay.
9	**Insurance.**
	PowerSecure shall meet all requirements under North Carolina law with regard to workers' compensation and automobile liability coverage applicable to PowerSecure's performance of the Work. Customer shall, at its own expense, carry in full force and effect standard insurance coverages relating to the work site, including but not limited to commercial general liability and property and casualty insurance, in amounts customary under the circumstances.
10	**Force Majeure.**
	In no event shall PowerSecure be liable or responsible to Customer for any damages arising out of, nor shall PowerSecure be deemed to have breached or defaulted under this Contract due to, any failure to perform or delay due to any cause, act or circumstance beyond PowerSecure's reasonable control, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials or equipment, or cellular or telephone service quality or disruption. In such event, PowerSecure shall be entitled to an extension of time as necessary to overcome the cause of the failure to perform or delay.
11	**Use of Subcontractors.**
	PowerSecure shall be permitted to use subcontractors to perform the Work and services specified herein. Notwithstanding the use of subcontractors, PowerSecure shall continue to be responsible for the quality of the Work and any Additional Work.
12	**Right to Terminate.**
12.1	In addition to any other remedies under this Contract, PowerSecure shall have the right to terminate this Contract, and discontinue the Work, and be paid for the Work performed pro rata with the Contract Price, in the event Customer (i) fails to pay any amount when due hereunder or fails to perform any other of its obligations hereunder and such failure continues for 10 days after Customer's receipt of written notice of such failure; or (ii) becomes insolvent, files a petition for

Terms and Conditions	
	bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
12.2	For the avoidance of doubt, following any termination of this Contract, PowerSecure shall provide an invoice and Customer will pay for (i) all Work performed pro rata with the Contract Price through the date of termination, and (ii) any materials or goods installed by PowerSecure and not yet invoiced.
13	**Non-Waiver.**
	The obligations of either Party hereunder may be waived only with the written consent of the Party entitled to the benefits the obligations to be waived. The failure of either PowerSecure or the Customer to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions, shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.
14	**Governing Law.**
	This Contract, and all matters and disputes arising out of or relating to this Contract or the Work, shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict-of-laws provisions or rules. Any action, suit or other proceeding seeking to enforce any right, remedy, obligation, duty, covenant or provision of, or arising out of, this Contract shall be brought and entered against either PowerSecure or Customer exclusively in any federal or state court in North Carolina, and Customer irrevocably submits to the personal jurisdiction of any such court.
15	**Entire Agreement.**
	This Contract (including the Proposal and the Exhibits thereto) embodies the entire agreement and understanding between PowerSecure and Customer, and supersedes any prior or contemporaneous oral or written agreement, understanding, negotiations, discussions, proposal, purchase orders, emails, representations, warranties, covenants, promises, assurances or other communications between PowerSecure and Customer. No changes, modifications, or amendments to any terms and conditions in this Contract are valid or binding unless agreed to by both PowerSecure and Customer in a writing signed by their authorized representatives.
16	**General Provisions.**
16.1	Customer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of PowerSecure. Any purported assignment or delegation in violation of this Section 16.1 is null and void.
16.2	Notwithstanding anything else in this agreement, PowerSecure may freely assign this agreement to an affiliate thereof, whether by direct assignment, merger, change of control or otherwise.
16.3	The relationship between Customer and PowerSecure is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Customer and PowerSecure, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Terms and Conditions	
16.4	All notices, requests, consents, claims, demands, waivers and other communications pursuant to this Contract shall be in writing and addressed to the parties to their respective contact persons and addresses set forth in the Proposal, or to such other contact person or address that may be designated by the receiving party in writing. All such notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid), and shall only be effective upon receipt by the receiving party.
16.5	If any term or provision of this Contract is determined to be invalid, illegal or unenforceable in any circumstance in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract, and all other terms and provisions of this Contract shall remain in full force and effect.
16.6	Provisions of these terms and conditions, which by their nature should apply beyond the term of this Contract, will remain in force after any termination or expiration of this Contract including, but not limited to, Sections 6-8 and 13-15 of this Exhibit A.
16.7	This Contract may be executed in any number of counterparts, including counterparts executed by only one party, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

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EXHIBIT C – Operational Modes

1. **Standby Mode:** Automatic, Dead Bus, Block Load Transfer of a maximum of 1300 kW during utility outages, when running on Natural Gas, and 850kW when running on Vaporized Liquid Propane.
2. **Manual Standby Mode:** Standby to be manually initiated and performed.

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EXHIBIT C-1 – 30% Preliminary Drawing Set

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APPENDIX 1 - Why PowerSecure?

PowerSecure is the industry's leading expert for distributed power systems. Our portfolio of successful utility-interconnected, islandable power systems includes over 1,700 projects across the U.S. Our clients include commercial and industrial enterprises, municipal and cooperative electric entities, military and government entities, and utilities. The projects are all unique to the customer-at-hand and the location, but each contains some combination of state-of-the-art environmentally clean and efficient generators, renewable infrastructure (such as solar PV), fuel cells, CHP systems, energy storage, and energy efficiency measures. PowerSecure brings our gold standard Microgrid 360° approach to every complex power project. This approach means that our professional engineers work with your team to fully understand all aspects of your project, including your anticipated future needs. We then design and engineer a cost-effective solution and install distributed energy resources, associated equipment, and optimization software selected specifically for your unique project. The PowerSecure team manages the project from start to finish and is available for on-going asset management, operations, and maintenance services to ensure long-term optimal system performance.

PowerSecure takes an industry-leading approach to the development and execution of microgrid solutions to meet our customers' needs. We believe that our vertically integrated, single management, organizational structure is key to providing integrated systems which translate to reliable and profitable microgrids for our customers. PowerSecure's EPC+ approach is illustrated below:



We are confident that PowerSecure's vast knowledge of system integration, project execution, and specialty manufacturing of Distributed Infrastructure systems will bring unparalleled value to the project team. We look forward to putting this knowledge and experience to work for you.

PowerSecure

Value Proposition

PowerSecure's value proposition includes highly sophisticated and specialized skills and experiences focused on construction, operations, and maintenance of critical distributed energy infrastructure. Our capabilities and experience, as detailed below, ensure that project risk is minimized, and value is maximized.

- **Advanced Energy Assets:** The core of the PowerSecure solution is our patented, modular, EPA-certified, Tier4, PowerBlock® reciprocating (Volvo) engine generation system, which ranges in size from 600kW to 3,750kW, and can run on diesel or natural gas fuel. The gensets are UL2200 listed and the enclosures are UL2200 classified. PowerSecure's proprietary NexGear switchgear includes the engine interface, all paralleling controls, and applicable protection for both the engine and the generator. PowerSecure can add a wide variety of other, vendor-agnostic, distributed energy assets—solar, storage, fuel cells, lighting controls, building automation, etc.—depending on the customer's preferred system design.

- **Prolonged Project Experience:** PowerSecure has been in operation since 2001. We currently have nearly 3GWs of integrated energy assets deployed across 1,700 customer sites—most of which we actively monitor, manage, and maintain. These assets include distributed low-emissions generators, fuel cells, energy storage, combined-heat-and-power (CHP) systems, and solar PV. PowerSecure is recognized by Wood Mackenzie Power and Renewables, a leading industry consulting firm, as the largest commercial microgrid developer in the United States.

- **Third Party Collaboration and Negotiation:** PowerSecure has a full complement of industry collaborators and vendors with whom we have partnered on many customer projects. We have long-standing relationships with electric and natural gas utilities across the nation and can easily facilitate and negotiate utility interconnection agreements. Our systems have been interconnected with more than 300 utilities across the U.S.

- **Service and Technology Supply:** PowerSecure offers a one-stop-shop for state-of-the-art distributed energy resource solutions and site-specific software controls. Our vast experience and long-standing supplier relationships allow us to select the right equipment for the job and to ensure that it is delivered and installed on-time and at, or under, estimated budget.

- **Island Mode Operational Design:** PowerSecure's systems are designed and engineered to be fully autonomous and unmanned, whether they are operating in parallel mode with the utility or in stand-alone, islanded mode. PowerSecure's microgrid controllers are designed to be site specific and control each interconnected distributed energy resource based on parameters established by customer preference. When the microgrid controller detects a utility outage event, the microgrid disconnects from the grid and shifts into islanded mode. This occurs almost instantaneously when energy storage is a part of the microgrid.

PowerSecure is a vertically-integrated company that can provide all of the services required to take a customer's microgrid project from inception to completion in the most cost-effective manner possible.

- ***Our development services include:*** a thorough understanding of the customer's power need, site specifications, utility interface, and economic value stacking;
- ***Our build services include:*** professional engineering and design, manufacturing, construction, utility interconnection, and commissioning; and, ***Our own, operate, and maintain services include:*** ownership (if appropriate), 24/7/365 monitoring, service and maintenance, and operations.

No other vendor can offer this full complement of services as efficiently and economically as PowerSecure.

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