

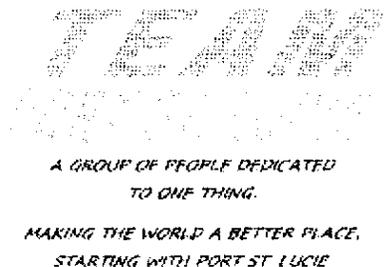
Patty Lipp

From: Greg Oravec
Sent: Wednesday, June 13, 2012 12:18 AM
To: Patty Lipp; MaryAnn Verillo
Subject: FW: Honeywell / Port St Lucie Energy Performance Contract - 3 of 3
Attachments: 02b Exhibit 2 Bldg Envelope Scope Drawings - 2012-06-08.pdf; image001.emz

COUNCIL ITEM 13C
DATE 6/18/12

Gregory J. Oravec
City Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(772) 344-4371
(772) 871-5248 [fax]



From: Prades, Bueno [mailto:Bueno.Prades@Honeywell.com]
Sent: Friday, June 08, 2012 7:28 PM
To: Greg Oravec
Cc: Cheryl Shanaberger; Sandrey, Holly J
Subject: RE: Honeywell / Port St Lucie Energy Performance Contract - 3 of 3

Exhibit 2 (part b) attached.

From: Prades, Bueno
Sent: Friday, June 08, 2012 7:17 PM
To: 'Greg Oravec'
Cc: 'Cheryl Shanaberger'; Sandrey, Holly J
Subject: Honeywell / Port St Lucie Energy Performance Contract - 1 of 3

Greg,

Attached is the revised contract (all files except Exhibit 2, which will be sent via 2 separate emails), along with a Cash Flow spreadsheet for your use. A few highlights for this (final?) edition:

- 1. Scope was revised to remove the buildings requested—Rosser Rd Police Dept, and other smaller facilities where the City is reimbursed for utilities.
- 2. New setpoints used as the “standard of comfort” in most facilities were set to 76. Some areas with special needs were excluded; these still use existing setpoints (example—Police evidence

6/13/2012

room, computer rooms, Civic Center, some gyms, etc.)

3. As a result of the two items above, the overall project price was reduced by \$52,843, annual M&V costs were reduced, and calculated savings increased, resulting in net positive cash flow of \$1.7M over 15 years (based on calculated savings).

The attached Cash Flow spreadsheet provides 3 scenarios:

- A. "Honeywell Only" – Cash flow for the Honeywell contracted amount. This version is included in the contract
- B. "With PSL Direct Purchases" – This is the tab you are most interested in – Includes the City's Direct Purchase items, and maximizes annual cash flow by maintaining a 15-year financing term.
- C. "PSL Direct Purchases with Step" – Steps up annual lease payments (reduces net annual cash flow) to shorten overall financing term and costs. This tab shows that the project could be financed in approximately 13 years if all the calculated savings were utilized to pay back the loan. This approach saves nearly \$100K in financing costs.

I know that reviewing this contract over the weekend will bring you much joy... I really appreciate (and I'm sure the City does, too) all your hard work! I'm on call... As always, feel free to call me at any time if you have questions.

Thanks,
Bueno

Honeywell

Bueno Prades, PE, CEM, LEED AP

Account Executive
11214 Cedar Grove Ct.
Windermere, FL 34786
(407) 909-9344 Office
(407) 492-2227 Cell
(407) 641-9740 eFax

Bueno.Prades@Honeywell.com

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS

CONTRACT #20110058

By and Between

Honeywell International Inc.

and

the City of Port St. Lucie

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EXHIBITS

- EXHIBIT 1 Schedule of Values
- EXHIBIT 2 Scope Detail / Baselines / Savings (Electronic)
- EXHIBIT 3 Measurement and Verification Plan
- EXHIBIT 4 Utility Rates (Electronic)
- EXHIBIT 5 Software License Agreements

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS
CONTRACT

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at Port St. Lucie, in the County of St. Lucie, State of Florida, by and between Honeywell International Inc. ("Company" or "Honeywell"), having its principal offices at 101 Columbia Road, Morristown, New Jersey 07962-1057, and the City of Port St. Lucie ("City" or "Agency" or "Customer") with its principal offices at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, 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 City.

RECITALS

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

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

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

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

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

WHEREAS, the Parties desire that Company install the 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, City and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless

the context clearly requires otherwise:

“**City**” means the governmental entity which has entered into this Contract (the City of Port St. Lucie), or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

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

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

“**Baseline**” is the description that defines the Baseline Usage, Baseline Usage Unit Costs and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining cost avoidance. The Baseline period is determined as the 12 month time period from November 2010 to October 2011. To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule H.

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

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

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

“**Cost Savings**” means the measured reduction in the cost of fuel, energy, water consumption, or wastewater production, and stipulated operation and maintenance, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The measured reduction is determined by quantification of the difference between the actual cost incurred during a selected time period versus what the cost *would have been* had the cost avoidance strategy not been implemented. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule F.

“**Equipment**” means all items of property described in the Schedule A (Conservation Measures

to Be Installed by Company) and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

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

“**Fiscal Year**” means the annual period from _____ 1st through _____ 30th.

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Deleted: June

“**CM Group**” means each group of CMs or other deliverables as listed in Schedule A. A CM Group may not be smaller than an auditable unit or greater than a facility.

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

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

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

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

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

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

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

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

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

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

Section 2.2. Investment Grade Energy Audit. Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities and dated January 30, 2012 with Revision on 2/12/2012, which have been approved and accepted by City. The Investment Grade Energy Audit includes all 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 The contract shall now also contain.

- (a) Lifecycle cost analysis pursuant to § 489.145(4)(c) Florida Statutes.
- (b) 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 City making sufficient annual appropriations based upon continued realized savings [*see § 489.145 (5)(g)*]; provided, however, the Term shall not extend beyond the earlier of (i) the effective date of termination under Section 7 of this Contract or (ii) fifteen (15) years after the Commencement Date.

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs

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

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

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

Section 4.2 Acceptance of CMs.

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

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

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

Section 4.4 Records and Data

(a) City 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, City will provide Company copies of all energy and water bills relevant to CMs 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 City are more particularly delineated in Schedule D, Deliverables. At a minimum, Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule F (Savings Calculation Formula).

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

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(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, City for its use before any additional payments are made for any reason.

(e) Company shall be subject to audit by the or its designee. City shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at Company's principal place of business during City'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

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

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Section 4.5 Training. Company shall conduct the training program described in Schedule K (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule K (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the CM. Company shall provide training with respect to updated or altered equipment, including upgraded software as defined by Schedule K. Such training shall be provided at no additional cost to City.

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

SECTION 5. PAYMENTS TO COMPANY

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

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

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Section 5.3 Annual Reconciliation.

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

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

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

If Company fails to make such payment to City within 45 days after demand therefore, City may offset the amount due against payments required under Schedule D.

(c) Annual Excess Savings. Annual Excess Savings shall be distributed as follows: 100% shall first be applied to reimburse Company for any payment Company made to City under the Annual Shortfall provisions in Section 5. (b) for previous years (but not subsequent years).

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Section 5.4 City Payment. City shall pay Company as set forth in Schedule D (Compensation to Company and Deliverables). All other payment and contract provisions of § 287.058 (1) Florida Statutes, are incorporated herein by reference. In the event City fails to make payment within (0) days , City shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes. City shall pay Company pursuant to § 215.422 Florida Statutes.

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Section 5.5 Financing.

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

Deleted: In the event the Parties have agreed to a separate Financing Agreement with a third party City is financing the acquisition, which constitutes City's source of funding for its obligations under this Contract. Company may not assess any late fees for an City failure to deliver the completed documents to the Lender unless Company has provided all invoices on a timely basis to City.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the City would have incurred had the delivery order not been implemented. The parties agree that baseline costs shall be calculated using the Baseline set forth in Exhibit 2, which has been based on the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000). Details of the Measurement and Verification methodology have been agreed upon by the Parties and documented in Schedule F.

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SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation. City is subject to the appropriation of funds by the governing body of City 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 City's Intent to Request Appropriations and Make Payments. City intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. City agrees to direct the person within such City in charge of preparing City's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The Parties acknowledge that appropriation for such payments is a governmental function that City cannot contractually commit the governing body of City to perform and this Contract does not constitute such a commitment. However, City reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential functions during the applicable Terms.

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

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

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Section 6.5 Company's Rights if Equipment is Not Returned. The Parties agree that there is no intention to create under this Contract a right in Company to dispossess City involuntarily of the legal title to or the use of the CMs or any underlying equipment. Company hereby irrevocably waives any right to specific performance of City's covenant to transfer legal title to and return possession of the equipment to Company. If City fails or refuses to voluntarily transfer such equipment to Company as provided in Section 6.4, then Company shall have the right, to the extent permitted by law, to obtain a judgment against City from Legally Available Funds for compensatory damages in the amount of the then applicable Principal Balances as shown on the applicable Schedule D (Compensation to Company and Deliverables). If the equipment or any portion of it has been destroyed or damaged beyond repair, City shall pay the applicable Principal Balance of the damaged or destroyed equipment as set forth in the Schedule relating thereto to Company only to the extent not covered by any insurance obtained by City.

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

Section 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each CM 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 has not been adopted by the governing body of City 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 City pending enactment of a final budget makes available to City 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 CMs. 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 CMs. This election shall be made by written notice to City 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, City shall pay to Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, City shall comply with Sections 6.4 and 6.5 regarding the return of equipment.

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

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

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SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance. Company further agrees to deliver to City for inspection and approval, all such written warranties and to obtain extended OEM warranties as detailed in Schedule A, and which shall be provided in City in the O&M Manuals prior to final project acceptance.

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All warranties shall be transferable and extend to City. 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 City acceptance of the CM.

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 City supplied specifications and standards.

Section 8.3 Company Limited Warranty. In addition to providing the above described equipment manufacturer's warranties, 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 City acceptance of the equipment or CM in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Company, and provided that after delivery such equipment or materials have not been subjected by non-Company personnel to accident, neglect, misuse, or use in violation of any instructions supplied by Company. Company's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at Company's option and at Company's expense. The limited warranty contained in this Section shall constitute the exclusive remedy of City and the exclusive liability of Company for any breach of any warranty related to the equipment and materials furnished pursuant to this Contract.

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

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. City 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 the CM. Company shall grant to City all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for City to continue to operate, maintain, and repair the CM in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of City 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 City as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the Company's receipt of payment from City for a CM, City shall have all legal title to and ownership of all underlying equipment and Company shall take all actions necessary to vest such title and ownership in City. Prior to this date, the risk of loss or damage to all items shall transfer to City upon installation.

Section 10.4 Patent and Copyright. Company, without exception, shall indemnify and save harmless City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured and supplied by Company. Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by Company or is based solely and exclusively upon City's alteration of the article. City 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 City the right to continue use of, replace or modify the article to render it non infringing. (If none of the alternatives are reasonably available, City agrees to return the article on request to Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

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

Section 11.2 Changes to CMs and Facilities by City. To the extent Company is responsible for maintenance under Section 4.3, City shall not move, remove, modify, alter, or change in any way the CMs 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 (City's Maintenance Responsibilities). Notwithstanding the foregoing, City may take reasonable steps to protect a CM 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, City shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by Company. City 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 CM. If Company contends that City is not performing maintenance responsibilities in accordance with Schedule J (City's Maintenance Responsibilities), or that City has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities,

then City shall submit a report to Company and Company shall determine what, if any, adjustments to Baseline will be made.

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Section 11.3 Changes to CMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, Company shall at all times have the right, subject to City's prior written approval, which approval shall not be unreasonably withheld, to change the CM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CM, 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 CM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the CM or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this

Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$5,000,000
Personal/advertising injury	\$5,000,000
Products/completed operations aggregate	\$5,000,000
General aggregate	\$5,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. Contractor shall provide coverage for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a

self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract _____ for _____ shall be listed as additionally insured." Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any cancellation, or non-renewal of coverage there under. Said liability insurance must meet the requirements stated herein as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

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The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors

comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency.

Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

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

SECTION 13. BOND

Section 13.1 Upon notice by the City, the City shall be provided with the following bonds within 10 days:

(a) Construction Bond: Company shall furnish City a Construction Bond, in the amount of the Contract Price. The Construction Bond shall remain in effect until the Work is accepted by City as provided in Schedule P (City Certificate of Acceptance of CM).

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

(a) City 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 City directly to City. Company or its insurer shall provide City thirty (30) days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Conservation Measures to be installed.

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

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

(d) To be acceptable to City 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:

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

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

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

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified in writing of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract. If the alleged default cannot reasonably be cured within forty (40) days, and the Party commences to cure within such period, and further provided that such efforts are prosecuted to completion with reasonable diligence, the Party shall have an additional sixty (60) days to cure any alleged default.

Section 15.2 Remedies upon Default by City. If a default by City 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 City, 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, City shall have the following remedies in law or equity:

(a) City 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) City 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 City takes any action to effect such cure, Company shall be obligated to reimburse City for City's reasonable costs and expenses incurred, including cost of cover pursuant to Fla. Admin. Code Rule 60A-1.006 (3).

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SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. Company acknowledges that City 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 City; provided Company can without prior approval from City assign this Contract to its parent or affiliate companies.

Company may, with prior written approval of City, 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), or transferee(s) to City for all of its obligations under this Contract.

Section 16.2 Assignment by City. City may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein subject to the prior written approval of Company. If Company rejects new assignee City will continue to make the payments associated with the facility or City can pay the remaining principal on the loan for the equipment installed in that facility. Notwithstanding the foregoing, City's rights and responsibilities may be transferred in the event that the City/department that originally executed this Contract is transferred, moved or absorbed by another State of Florida entity to such succeeding entity.

SECTION 17. ARBITRATION

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

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

SECTION 18. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to Company.

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

(a) before commencing performance of this Contract it shall have (i) become licensed or

otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract;

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

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

SECTION 19. MISCELLANEOUS

Section 19.1 Waiver of Liens. Company will obtain and furnish to City a Final Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each CM. Company shall provide to City 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. Company shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of City relative to the Facilities which have been provided by City 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) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause City any cost, loss, obligation or liability or expose City 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. City agrees that if performance of work may involve or disturb and Hazardous Materials, City 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 City. City 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 City 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 City, are appropriate for City and the site with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of Hazardous Materials.

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

COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OR COSTS THAT RESULT FROM THE EXISTENCE OF HAZARDOUS MATERIALS AT CITY'S PREMISES.

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 City.

Section 19.4 No Waiver. The failure of Company or City 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 City.

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. City'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.

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TO COMPANY: Honeywell International, Inc.
Attn: Bueno Prades, Account Executive

3657 Maguire Blvd, Suite 100
Orlando, FL 32803

TO CITY: City of Port St. Lucie,
Attention: Cheryl Shanaberger, Contract Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

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Section 19.10 Statutory Notices and Requirements. City 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 unilateral cancellation 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, City 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. City shall have the right of unilateral cancellation for refusal by Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.12 Force Majeure. 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, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

Section 19.13 Tax-Related Cooperation. City agrees to execute any documents and to provide additional reasonable cooperation to Company related to Company tax filings under Internal

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Revenue Code Section 179D. Company will be designated the sole Section 179D beneficiary.

Section 19.14 Claims for Concealed or Unknown Conditions

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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 twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order.

Section 19.15 Company guarantees City 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, "PROJECTIONS") PROVIDED BY OR ON BEHALF OF COMPANY TO CITY OR ITS REPRESENTATIVES PRIOR TO THE EXECUTION AND DELIVERY OF THIS CONTRACT AND (B) HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PROJECTIONS. CITY HEREBY ACKNOWLEDGES AND AGREES THAT (i) COMPANY DOES NOT GUARANTEE THAT ANY RESULTS SET FORTH IN ANY PROJECTIONS WILL BE ACHIEVED, (ii) ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PROJECTIONS, AND (iii) CITY HAS NOT RELIED UPON ANY SUCH PROJECTIONS IN DETERMINING TO ENTER INTO THIS CONTRACT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 19.16 COMPANY IS NOT, NOR IS COMPANY COMPENSATED AS, A MUNICIPAL ADVISOR OR FIDUCIARY ACTING ON CITY'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. CITY SHOULD OBTAIN THE ADVICE OF A FINANCIAL ADVISOR, MUNICIPAL ADVISOR OR OTHER THIRD PARTY LICENSED AND QUALIFIED TO ADVISE YOU REGARDING ANY OF THE INFORMATION PROVIDED ABOUT, OR THE POTENTIAL SUITABILITY OF, MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS.

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Mr. Gregory J. Oravec, City Manager

ATTEST:

By: _____
City Clerk

HONEYWELL INTERNATIONAL INC

By: _____

State of: Florida
County of: St. Lucie

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

Schedule A
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. However, some of these ECM will be self performed by the City of Port St Lucie as outlined below and in Part I of this section.

Facility Name:	City Owned Pedestrian Corridors Street Lighting
Address:	n/a
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.16	16		Installation of City Purchased Induction Retrofit Kits	20 years

Facility Name:	City PCs
Address:	n/a
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.14	14		Automated Computer Power Management *	15 years
			*Note: This ECM is to be executed fully by the City.	

Facility Name:	City PCs and Printers
Address:	n/a
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.15	15		Green Print Software *	15 years
			*Note: This ECM is to be executed fully by the City.	

Facility Name:	Municipal Building City Hall Building A – City Hall (Site 1a)
Address:	121 SW Port St. Lucie Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.7b	7b		City Hall High Efficiency Chiller Plant	20 to 30 years
4.8	8		Chilled Water Pumping Optimization	20
4.10	10		Dedicated AC for MIS Server Room	15
4.13	13		Building Automation Systems	20

Facility Name:	Municipal Complex City Hall Building B - Engineering (Site 1b)
Address:	121 SW Port St. Lucie Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.7b	7b		City Hall High Efficiency Chiller Plant	20 to 30 years
4.8	8		Chilled Water Pumping Optimization	20
4.13	13		Building Automation Systems	20

Facility Name:	Municipal Complex City Hall Building C – Police Headquarters (Site 1c)
Address:	121 SW Port St. Lucie Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.1	1		Generator Load Shedding	15 years
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.7b	7b		City Hall High Efficiency Chiller Plant	20 to 30 years
4.8	8		Chilled Water Pumping Optimization	20
4.11	11		VAV Air Handling Systems Retrofits/Optimizations	20
4.13	13		Building Automation Systems	20

Facility Name:	City Hall Building D – Police Evidence Storage (Site 1d)
Address:	121 SW Port St. Lucie Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Sportsman’s Park West (Site 2)
Address:	220 NW Irving Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Sportsman's Park (Site 4)
Address:	201 Prima Vista Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Lyngate Park (Site 5)
Address:	1301 Lyngate Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Public Works - Administration Bldg (Site 6a)
Address:	450 Thornhill Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
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4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Public Works – Maintenance Bldg (Site 6b)
Address:	450 Thornhill Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers*	15 years
			*Note: This ECM is to be executed fully by the City.	
4.13	13		Building Automation Systems	20

Facility Name:	Public Works – Traffic Safety (Site 6c)
Address:	450 Thornhill Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years

Facility Name:	Public Works - Warehouse (Site 6d)
Address:	450 Thornhill Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Public Works – Office Trailer (Site 6e)
Address:	450 Thornhill Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.13	13		Building Automation Systems	20

Facility Name:	Swan Park (Site 7)
Address:	700 Carmelite Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Deleted: n

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.3	3		Sports Lighting and Controls	25 years

Deleted: 4.2 [1]

Deleted: 4.5 [2]

Facility Name:	Veteran's Park at Rivergate (Site 8)
Address:	2203 SE Midport Road Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Rotary Park (Site 9)
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Address:	2101 SE Tiffany Avenue Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Kiwanis Park (Site 11)
Address:	1320 SE Floresta Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Deleted: *
Facility Name: ... [3]

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Building Maintenance Yard (Site 12)
Address:	1901 SW Hampshire Lane Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Sandhill Crane Park Park (Site 13)
Address:	2355 SE Scenic Park Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.3	3		Sports Lighting and Controls	25 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Whispering Pines Park (Site 14)
Address:	900 SW Darwin Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.3	3		Sports Lighting and Controls	25 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.9	9		Packaged DX Systems Replacements	15
4.13	13		Building Automation Systems	20

Facility Name:	Girl Scout Park (Site 15)
Address:	315 NW Heather Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.5	5		Water Conservation	10 to 15 years

Facility Name:	McChesney Park (Site 16)
Address:	1585 SW Cashmere Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Turtle Run Park (Site 17)
Address:	1945 SW Cameo Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Community Center (Site 18)
Address:	121 SW Port St. Lucie Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.9	9		Packaged DX Systems Replacements	15
4.13	13		Building Automation Systems	20

Deleted: *
Facility Name: [41]

Facility Name:	Neighborhood Services – Office Building (Site 24a)
Address:	1118 SW Biltmore Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.13	13		Building Automation Systems	20

Facility Name:	Neighborhood Services – Dog Kennel (Site 24b)
Address:	1133 SW Macedo Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Neighborhood Services – Code Enforcement
Address:	Port St. Lucie, FL
Owned by the City or Leased?	

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Engineering Traffic Ops (Site 25)
Address:	1165 SW Macedo Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.13	13		Building Automation Systems	20

Facility Name:	Saints Golf Course (Site 26)
Address:	2601 Morningside Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.12	12		VAV Kitchen Exhaust/Makeup Systems	20
4.13	13		Building Automation Systems	20

Facility Name:	Charles E. Ray Park (Site 28)
Address:	5626 NW Manville Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.5	5		Water Conservation	10 to 15 years

Facility Name:	City Center (Site 30)
Address:	1654 SE Walton Road Port St. Lucie, FL
Owned by the City or Leased?	Owned

Deleted: *
Facility Name: ... [5]

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Jessica Clinton Park (Site 31)
Address:	3200 SE Southbend Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years

Facility Name:	PAL Building (Site 33)
Address:	2101 SE Tiffany Ave. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Deleted: *
Facility Name: ... [6]

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years
4.9	9		Packaged DX Systems Replacements	15
4.13	13		Building Automation Systems	20

Facility Name:	Parks and Recreation (Site 34)
Address:	2226 SE Belvedere Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.9	9		Packaged DX Systems Replacements	15
4.13	13		Building Automation Systems	20

Facility Name:	Building Dept used as Clinic (Site 37)
Address:	2266 Best Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Building Construction Office (Site 38)
Address:	2258 SE Belvedere Street Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Engineering (Site 39)
Address:	821 SW Dwyer Ave. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	PD Station East (Site 52)
Address:	2000 SE Village Green Drive Port St. Lucie, FL
Owned by the City or Leased?	Owned

Deleted: *
Facility Name: ... [71]

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

Facility Name:	Civic Center - Warehouse (Site 53a)
Address:	9221 SE Civic Center Place Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls - 30 years

Facility Name:	Civic Center (Site 53b)
Address:	9221 SE Civic Center Place Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.1	1		Generator Load Shedding	15 years

4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.6	6		Building Envelope Improvements	7 to 10 years
4.8	8		Chilled Water Pumping Optimization	20
4.12	12		VAV Kitchen Exhaust/Makeup Systems	20
4.13	13		Building Automation Systems	20

Facility Name:	Civic Center – Parking Garage (Site 53c)
Address:	9221 SE Civic Center Place Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Civic Center – Stage and Pavillion (Site 53d)
Address:	9221 SE Civic Center Place Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Deleted: *

Facility Name:	Civic Center – Plaza Restrooms and Storage (Site 53e)
Address:	9221 SE Civic Center Place Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Botanical Gardens (Site 57)
Address:	2410 SE Westmoreland Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.13	13		Building Automation Systems	20

Facility Name:	Veteran’s Memorial Park (Site 61)
Address:	2203 SE Midport Road Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years

Facility Name:	Traffic Ops Storage (Site 63)
Address:	1485 SW Biltmore Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

Facility Name:	Traffic Ops Storage (Site 63)
Address:	1485 SW Biltmore Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

PART 1 – PRODUCTS & EXECUTION

1. Generator Load Shedding

Honeywell shall provide the required materials and labor to interface between the buildings listed below existing generators and the FP&L provided automatic control.

1.1. The following standards shall be adhered to:

National Electric Code

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1.2. Buildings included:

Municipal Complex Building C
Civic Center

1.3. Scope of Work:

1.3.1. Furnish and install 3/4" conduit and cables from FPL Load Control Junction Box to the load control and printer alarms.

1.3.2. Load Control conduit and cables shall be run to the existing MCC and terminated.

1.3.3. Printer Alarm conduit and cables shall be run to the Reception area.

1.3.4. Existing Automatic Transfer Switches shall be modified by factory trained technicians.

1.3.5. Load Control Junction Box shall be furnished by FPL and installed by Honeywell.

1.4. City Responsibilities:

1.4.1. City of Port St. Lucie shall be responsible for completing the rate change to FP&L's CDR (Commercial Demand Response Rider) with assistance from Honeywell.

1.4.2. City of Port St. Lucie shall be responsible for obtaining the Load Control Junction Box from FP&L with assistance from Honeywell.

1.5. Exclusions:

1.5.1. Savings for this ECM are contingent upon the City of Port St. Lucie successfully completing the change over to the CDR rider from FP&L.

2. Building Lighting Retrofit

Honeywell's lighting retrofit solution shall include relamp-reballast, delamp & reflector, new fixtures, conversion kits, occupancy sensor controls, and/or photocell controls as indicated in "Exhibit 2 Scope Detail, Baseline and

Savings," attached hereto and incorporated herein by reference. Only those fixtures specifically identified in "Exhibit 2 Scope Detail, Baseline and Savings" shall be included in the scope of work.

2.1. The following standards will be adhered to:

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

- 2.2. Existing fluorescent lighting systems shall be retrofit with electronic ballasts and high efficiency lamps as detailed in "Exhibit 2 Scope Detail, Baseline and Savings."
- 2.3. Incandescent lighting systems shall be retrofit with a combination of screw-in compact fluorescent lamps or linear fluorescent as detailed in "Exhibit 2 Scope Detail, Baseline and Savings."
- 2.4. Exit Signs shall be retrofit will be LED kits or new fixtures as detailed in "Exhibit 2 Scope Detail, Baseline and Savings."
- 2.5. Metal Halide shall be retrofit with high efficiency fluorescent fixtures or induction fixtures as detailed in "Exhibit 2 Scope Detail, Baseline and Savings."
- 2.6. High Pressure Sodium fixtures shall be retrofit with induction fixtures as detailed in "Exhibit 2 Scope Detail, Baseline and Savings."
- 2.7. Light Levels will be adjusting over lit areas to match IES standards where applicable and appropriate.
- 2.8. No lenses or diffusers will be replaced on any retrofitted fixtures unless specifically noted in "Exhibit 2, Scope Detail, Baseline and Savings."
- 2.9. City Responsibilities:
 - 2.9.1. Honeywell assumes that the existing electrical wiring, the grounding, the existing circuit breakers, is in good operable condition and in compliance with existing codes. Any major components or wiring discovered by Honeywell in need of repair shall be noted and submitted to the City. Any repairs shall be the responsibility of the City to remedy in a timely manner.
 - 2.9.2. Provide access to areas that require restricted access permits, and or specialized escorts.
 - 2.9.3. Any pre-existing damage to a fixture (i.e. lens) including but not limited to discoloring (yellow lenses), cracks, broken pieces, dents, chips, diffusers missing, melted plastic, permanent fingerprints, or foreign matter stains (such as ballast tar leaks) is the sole responsibly of the City.
- 2.10. Exclusions:
 - 2.10.1. Situations that could not be documented at the time of walkthrough.
 - 2.10.2. Concealed conditions past the existing fixture junction

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3. **Sports Lighting Retrofit**

Honeywell shall provide the installation labor to install the City purchased Fixtures for sports lighting for the fields at the parks listed below as indicated in "Exhibit 2 Scope Detail, Baseline, and Savings."

3.1. Parks & Fields Included:

Whispering Pines Park: Four (4) Baseball Softball & Two (2) Multipurpose Fields

Sandhill Crane Park: Three (3) Softball Fields, Three (3) Volleyball Courts and Four (4) Racquetball Courts

Swan Park: One (1) Multipurpose Field

3.2. Fixtures to be provided by City:

- 3.2.1. Factory Aimed Pole Top Luminaire Assemblies
- 3.2.2. 1500 Watt Metal Halide Fixtures
- 3.2.3. Mounting Hardware for Pole Top Units & Enclosures
- 3.2.4. Pole Length Wire Harness
- 3.2.5. Disconnects
- 3.2.6. All fixtures will be purchased direct from MUSCO by the City.

3.3. Honeywell shall:

- 3.3.1. Remove and dispose of existing pole top fitters, lighting fixtures, and electrical enclosures on existing poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- 3.3.2. Existing grounding wires and power feed shall remain in place for reattachment.
- 3.3.3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 3.3.4. Provide materials and equipment to install underground conduit, wiring, pull boxes, etc. and terminate wiring as required per electrical design.
- 3.3.5. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.
- 3.3.6. Light levels shall be 50 30 foot candles for Baseball Softball fields, 30 foot candles for Multipurpose fields, and 20 foot candles for Volleyball Racquetball Courts + - 10% as per IESNA RP-06-01.

3.4. City Responsibilities:

- 3.4.1. City shall purchase Fixtures direct from MUSCO, and as such, shall assume all responsibility for payment of fixtures in a manner that does not impact job schedule. Any impact to job schedule due to material deliveries will entitle Honeywell to an extension of time. Honeywell will provide a list of Fixtures to be purchased from Musco and the city will need to send a PO to Musco within 10 working days.
- 3.4.2. Locating and marking existing irrigation systems prior to the commencement of construction.
- 3.4.3. The City shall designate a mutually agreeable staging and storage areas(s) for equipment and material storage.
- 3.4.4. City to provide total access to the site and pole locations for construction. Site shall be clear of any obstructions.
- 3.4.5. City shall coordinate with MUSCO for the two (2) group re-lamps at the end of the lamps rated life (5000 Hours).
- 3.4.6. Light levels will be guaranteed for 25 years + - 10% per IESNA RP-06-01. Light level guarantees shall be handled direct between the City of Port St. Lucie and MUSCO.
- 3.4.7. Twenty-Five (25) Year product warranty including all materials and labor to maintain operation the lighting system to original design criteria, excluding the changing of fuses. Product warranty shall be handled direct between the City of Port St. Lucie and MUSCO.
- 3.4.8. Honeywell assumes that the existing electrical wiring, the grounding, the existing circuit breakers are in good operable condition and in compliance with existing codes. Any major components or wiring discovered by Honeywell in need of repair shall be noted and submitted to the City. Any such repairs will be the responsibility of the City to remedy in a timely manner.

3.5. Warranty:

3.5.1. Honeywell shall provide a one year labor warranty. Any manufacturers' warranties or extended warranties shall be handled direct between the City of Port St. Lucie and MUSCO.

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3.6. Exclusions:

3.6.1. New poles or installation of new poles.

4. Vending Misers

- 4.1. The City shall be responsible for the purchase of the materials and providing the installation labor in order to complete this ECM.
- 4.2. The City shall install ~~Twenty-Six (26)~~ vending miser snack and beverage machine controls throughout the City as indicated in "Exhibit 2 Scope Detail, Baseline and Savings."
- 4.3. This ECM is not covered by the Honeywell warranty. City will handle any warranty issues direct with the manufacturer.

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5. Water Upgrades

Honeywell shall recommission and or retrofit the existing high-flow flush valve toilets and urinals, high-flow restroom and kitchen sink aerators and high-flow shower heads with low-flow fixtures as identified in "Exhibit 2, Scope Detail, Baseline and Savings" attached hereto and incorporated herein by reference. Only those fixtures specifically identified in "Exhibit 2 Scope Detail, Baseline and Savings" are included in the scope of work.

5.1. The following standards shall be adhered to:

- 5.1.1. Uniform Plumbing Code
- 5.1.2. OSHA
- 5.1.3. UL

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5.2. Honeywell shall provide:

- 5.2.1. Fixture tuning and or retrofit to ensure efficient operation of retrofitted fixtures as indicated in "Exhibit 2 Scope Detail, Baseline and Savings."
- 5.2.2. Verify proper operation of all retrofitted fixtures.
- 5.2.3. Proper disposal of all removed materials in compliance with local and national codes and statutes.

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5.3. City Responsibilities:

- 5.3.1. Location of Isolation Valves shall be provided by the City of Port St. Lucie.
- 5.3.2. City of Port St. Lucie shall ensure proper operation of isolation valves prior to work commencing.

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5.4. Exclusions

- 5.4.1. Insufficient water pressure for low flow devices.
- 5.4.2. Tile work, painting and patching except for damage caused during installation.
- 5.4.3. Wall hung Carrier maintenance
- 5.4.4. Installation of ADA fixtures where they are presently not in existence.
- 5.4.5. Replacement of any other plumbing components that are defective.

5.4.6. Unforeseen site conditions, unknown obstructions, impediments, and or quality of City's water-piping system.

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

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

6. Building Envelope Improvements

6.1. Honeywell shall provide the below applications in the following locations as indicated in "Exhibit 2 Scope Detail, Baseline and Savings." Only those areas specifically identified in "Exhibit 2 Scope Detail, Baseline and Savings" are included in this scope of work.

6.2. Doors shall receive weather-stripping, caulk and/or door sweeps.

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

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

6.5. All door weather-stripping shall be caulked after installation using a paintable, silicon acrylic caulking.

6.6. Included Buildings and Applications:

6.6.1. Municipal Complex Building A:

Wall/Floor Joint -- 56.17lf
Mechanical Room Penetrations -- 55
Ventilation Duct (Seal) -- 16lf
Attic Hatches -- 1
Weather-stripping (Exterior) -- 26
Door Sweeps (Exterior) -- 26
Weather-stripping (Interior) -- 4
Door Sweeps (Interior) -- 4

6.6.2. Municipal Complex Building B

Wall/Floor Joint -- 624lf
Roof Penetrations -- 11
Mechanical Room Penetrations -- 12
Attic Hatches -- 1
Weather-stripping (Exterior) -- 15
Door Sweeps (Exterior) -- 15
Weather-stripping (Interior) -- 3
Door Sweeps (Exterior) -- 3
Caulking -- 40lf

6.6.3. Community Center

Wall/Ceiling Joint -- 53lf
Weather-stripping (Exterior) -- 10
Door Sweeps (Exterior) -- 10
Weather-stripping (Interior) -- 1
Door Sweeps (Interior) -- 1

6.6.4. Civic Center

Wall/Floor Joint -- 1675lf
Roof Penetrations -- 15
Weather-stripping (Exterior) -- 63
Door Sweeps (Exterior) -- 63

- 6.6.5. Whispering Pines
 - Wall wall Joint – 2666lf
 - Weather-stripping (Exterior) – 6
 - Caulking (Exterior doors) – 6ft

- 6.6.6. P.A.L. Building
 - Vent Housing Cover – 4
 - Weather-stripping (Exterior) – 7
 - Door Sweeps (Exterior) – 7

- 6.6.7. Saint Golf Course (Club House)
 - Wall ceiling Joint – 272lf
 - Door Sweeps (Exterior) – 12
 - Weather-stripping (Interior) – 2
 - Door Sweeps (Interior) – 2

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 Wall/Floor Joint – 664lf*
 Weather-stripping (Exterior) – 4*
 Door Sweeps (Exterior) – 4*
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6.7. City Responsibility

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

6.8. Exclusions:

- 6.8.1. Any neglected fire protection or fire caulking that is required by code.
- 6.8.2. Repair of any doors or surrounding floor areas that are not level, square, or plumb.
- 6.8.3. Fixing or adjusting latches, closures, hinges or any such mechanism that operates the opening or closing of any door to receive weather-stripping.

6.9. Warranty

Honeywell shall provide a material and workmanship warranty for a period of one (1) year from acceptance of this ECM.

7. Municipal Complex Campus Chilled Water System

7.1. General Requirements

Honeywell shall retrofit the equipment for the facilities listed below. The scope of work shall be inclusive of furnishing the necessary equipment, providing the installation labor, supervision labor, electrical reconnection, piping reconnection, insulation for newly installed piping, supports for newly installed piping and equipment, foundations for newly installed equipment and piping, start-up and commissioning of newly installed systems as needed to provide a complete and functional system.

7.2. Honeywell shall provide the necessary equipment, labor, and materials to complete the chilled water tie in to Municipal Complex Buildings A, B, and C as detailed below:

- 7.2.1. Convert existing Building B Air Cooled Plant to an enclosed Central Plant. Structure shall be block construction and made to match the existing walls.
- 7.2.2. Bring FPL power feed and provide new 1200 amp electrical service to serve new Central Energy Plant.
- 7.2.3. Furnish and Install Two (2) 250 Ton High Efficiency Chillers. (500 Ton Plant Capacity)
- 7.2.4. Furnish and Install One (1), Two-Cell 500 Ton Cooling Tower.
- 7.2.5. Provide new concrete block cooling tower enclosure.
- 7.2.6. Provide new primary, secondary chilled water pumps and new condenser water pumps.
- 7.2.7. Remove and hook up existing chillers and pumps on skid to serve Building B during construction.
- 7.2.8. Provide Heat exchangers at Building A, B, and C for tie in to Chiller Plant.
- 7.2.9. Leave one chiller in place at Building A and C as Emergency Back Up.
- 7.2.10. Furnish and Install Tees at each building to use as future temporary chiller tie in.
- 7.2.11. Required Electrical, Structural, and Mechanical Engineering.
- 7.2.12. Provide Refrigerant Monitoring and Evacuation System for Central Plant.

7.3. Exclusions

7.3.1. Fire alarm or sprinklers for the new CEP.

7.4. Warranty

One (1) year parts and labor warranty upon acceptance of this ECM. Chiller manufacturer's warranty shall be 10 year full parts and labor warranty for (2) two chillers. The manufacturer's warranty requires preventative maintenance which is not included. Manufacturer's Warranty shall be handled direct with the City and the OEM after the one year Honeywell warranty period is over.

8. Chilled Water Pumping Optimization

8.1. Municipal Complex Building A

- 8.1.1. Valve off existing AHU control valves and convert existing three way valve to two way control valve.
- 8.1.2. Pipe in bypass valve in existing pump room including necessary pipe, valves, fittings, and insulation
- 8.1.3. Install VFD's for Two (2) pumps

8.2. Municipal Complex Building B

- 8.2.1. Valve off existing AHU control valve's convert existing three way valve to two way control valve.
- 8.2.2. Pipe in bypass valve in existing pump room including necessary pipe, valves, fittings, and insulation
- 8.2.3. Install VFD's for Three (3) pumps

8.3. Municipal Complex Building C

- 8.3.1. Install Six (6) control valves, 2@ each AHU including necessary pipe, fittings, and insulation.
- 8.3.2. Pipe in bypass valve, and chiller isolation valve in existing chiller plant including necessary pipe, valves, fittings, and insulation.
- 8.3.3. Install VFD's for Two (2) pumps
- 8.3.4. Relocate chemical feed station piping to allow room for new VFD's
- 8.3.5. Furnish and Install Two (2) new pumps with High efficiency inverter duty motors.
- 8.3.6. Install (1) one VFD for 3rd floor AHU
- 8.3.7. Install (1) one inverter duty 20 HP motor for 3rd floor AHU

8.4. Civic Center

- 8.4.1. Valve off existing AHU control valves and convert existing three way valve to two way control valve
- 8.4.2. Pipe in bypass valve in existing pump room including necessary pipe, valves, fittings, and insulation
- 8.4.3. Relocate chemical feed piping for VFD install
- 8.4.4. Install VFD's for Three (3) pumps

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8.5. Existing piping and electrical service shall be reused for reconnection purposes.

8.6. Warranty

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

9. Mechanical DX Systems Retrofits

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

9.2. Furnish and install new equipment as scheduled in 9.3 and the table below.

9.3. New Equipment Schedule:

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Building	Description	Size/Efficiency
Community Center	DX Split	(1) 60 ton DX Split 11.2EER Full Load 15.3 EER Part Load (1) 80 ton DX Split 11.0 EER Full Load and 15.4 EER Part Load
Whispering Pines Park (Minski Gym)	DX Split	(4) 12.5 ton 11.0 EER DX Split Systems
P.A.L. Building	DX Split	(1) 7.5 ton 11.2 EER Dual Circuit DX Split System (1) 4 ton 11.2 EER Dual Circuit DX Split System (1) 3.5 ton 16 SEER DX Split System
Parks and Recreation	DX Split	(1) 3 ton 16 SEER DX Split System

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9.4. Exclusions:

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

9.4.2. Cleaning of any reclaimed refrigerant is not included.

9.5. Warranty

One (1) year parts and labor warranty upon acceptance of the ECM. Extended manufacturer's compressor warranty on cooling equipment for years 2-5, (labor not included for the extended warranty) shall be handled direct with the equipment manufacturer and the City.

10. Municipal Complex Building A Computer Room HVAC Unit Installation

10.1. Municipal Complex Building A:

10.1.1. Furnish and install one (1) 12 Ton Liebert computer room AC to serve as dedicated AC for server room and allow CEP to shut down overnight.

10.1.2. Unit shall have two (2) stages, 6 tons each.

10.1.3. Provide new power service for Liebert CRAC unit.

10.1.4. Provide all copper line sets, controller, equipment stands, housekeeping pads and duct connections.

10.2. Warranty

One (1) year parts and labor warranty upon acceptance of the ECM. Extended manufacturer's compressor warranty on Liebert unit for years 2-5, (labor not included for the extended warranty) shall be handled direct with the equipment manufacturer and the City.

11. Mechanical Air Handling Unit Variable Air Volume Retrofits

11.1. Municipal Complex Building C (Police Department):

11.1.1. Convert existing 3rd floor air handling system to a Variable Air Volume system by modifying existing inlet guide vanes.

11.2. Warranty

One (1) year parts and labor warranty upon acceptance.

12. Kitchen Hoods Variable Air Volume Exhaust Retrofits

12.1.1. Civic Center Kitchen

- 12.1.1.1. Install Two (2) new, variable frequency drives to serve One (1) kitchen hood exhaust fan and One (1) makeup air fan.
- 12.1.1.2. Install Two (2) new, inverter duty rated motors to serve One (1) kitchen hood exhaust fan and One (1) makeup air fan.
- 12.1.1.3. Drives will be installed in new provided enclosure.
- 12.1.1.4. Install new hood control system which will modulate exhaust makeup accordingly.
- 12.1.1.5. Install touch screen controller complete with dashboard, system control, alarm status and reports.
- 12.1.1.6. Install new control sensors and control wiring for system.

12.1.2. Saints Golf Clubhouse Kitchen

- 12.1.2.1. Install (4) four new, variable frequency drives to serve (2) two kitchen hood exhaust fans and (2) two makeup air fans.
- 12.1.2.2. Install (4) four new, inverter duty rated motors to serve (2) two kitchen hood exhaust fans and (2) two makeup air fans.
- 12.1.2.3. Drives will be installed in new provided enclosure.
- 12.1.2.4. Install new hood control system which will modulate exhaust makeup accordingly.
- 12.1.2.5. Install touch screen controller complete with dashboard, system control, alarm status and reports.
- 12.1.2.6. Install new control sensors and control wiring for system.

12.2. Existing ductwork, piping, and electrical service shall be reused for reconnection purposes.

12.3. Pre and Post Test and Balance, Factory system startup and Commissioning will be performed for the Kitchen Hood VAV Exhaust Retrofits.

12.4. Exclusions

- 12.4.1. Fire suppression system control excluded.

12.5. Warranty

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

13. Controls Upgrades

1.1. Building Automation System

1.1.1. Honeywell shall furnish and install direct digital controls and the Honeywell Enterprise Buildings Integrator (EBI) platform at the City of Port St Lucie. The system will include field controllers, power supplies, sensors, damper actuators, control valves, valve actuators, and BACNet interfaces to 3rd party systems. The system shall be furnished and installed with the necessary hardware, software, engineering, programming and commissioning as detailed below. The City of Port St. Lucie MUST provide a LAN connection at each router, and a static TCIP address for each router at each of the panel locations. The Honeywell EBI front-end will be located as directed by the City, and will also require a LAN connection and static TCIP address.

1.1.2. Training:

1.1.2.1. 40 Hours of on-site training by Honeywell,

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1.1.2.2. 1 Week of Administrator Operator training class at a remote site (site TBD) led by Certified instructor for 2 people (excludes travel expenses of any type)

1.1.2.3. E-learning course for Administrators; includes access for 90 days

1.1.2.4. E-learning course for Operators; includes access for 90 days

1.1.2.5. Registration for 2 people to Honeywell User Group – dates TBD (excludes travel expenses of any type)

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1.1.3. Basic Operation: Via the Internet any operator with proper security level and password will be able to perform system monitoring and operation as follows:

- Setpoint Changes
- Acknowledge Alarms
- Change Schedules
- View Trends
- Access Graphic Pages

1.1.4. Specific Energy Management HVAC Controls System for Facilities

1.1.4.1. Furnish and Install One (1) New EBI Workstation (to be located as directed at the Facilities Department) which includes one (1) new computer and 19" LCD color display monitor.

1.1.4.2. Create Database as Required to Accomplish this Scope of Work.

1.1.4.3. Create Programming as Required to Accomplish this Scope of Work.

1.1.4.4. Create Graphics as Required to Accomplish this Scope of Work.

1.1.5. The City's Responsibilities

1.1.5.1. The City shall provide remote access capabilities to Honeywell for system troubleshooting and Measurement and Verification (M&V) purposes.

1.1.5.2. Wiring and installation of thermostats for peripheral buildings.

1.1.6. The City MUST provide a LAN connection at each router, and a static TCIP address for each router at each of the panel locations. The Honeywell EBI front-end will be located as directed by the City, and will also require a LAN connection and static TCIP address.

1.2. Municipal Complex Building A

1.2.1. (6) AHUs

- DDC Controller per AHU
- Duct Temperature Sensors per AHU
- Duct Humidity Sensor per AHU
- Duct Static Sensor per AHU
- Duct Static High Limit Switch per AHU
- Existing OA, RA Damper Actuator per AHU
- Existing CHW Valve and Actuator per AHU
- Filter DP Switch per AHU
- Duct CO2 Sensor per AHU
- DDC control of VFD per AHU
- Space Temperature Sensor per AHU
- Power Supplies, Transformers and Relays per AHU
- Fan Status Sensor per fan, per AHU
- Outside Air Temperature, Humidity and Pressure Sensor as specified as Global Points

CO2 Demand Controlled Ventilation Sequence, Sensors, Points (3) AHUs

1.2.2. (2) OA Units

DDC Controller per AHU
Duct Temperature Sensors per AHU
Existing OA Damper Actuator per AHU
Existing CHW Valve and Actuator per AHU
Filter DP Switch per AHU
Power Supplies, Transformers and Relays per AHU
Fan Status Sensor per fan, per AHU
Outside Air Temperature, Humidity and Pressure Sensor as specified as Global Points

1.2.3. (1) CHILLED WATER SYSTEM CONTROL

DDC Controller for the Chilled Water System
Differential Pressure between supply and return CHWTR
1 Modulating Butterfly Bypass Valve with control and Actuator (4 inches) NEMA 4x for outdoor
Start/Stop Relay per Pump
Status Switch per Pump
Temperature Sensors and Stainless Steel Wells
2 Onicon Ultrasonic Flow Meters
1 BTU Meter

1.3. Municipal Complex Building B

Chilled pumps water pressure reset sequence
VFDs Sequencing for chilled water pumps variable flow (3) @ 10hp each
CO2 Demand Controlled Ventilation Sequence, Sensors, Points (8) AHUs 3 sensors each
DDC Controller for the Chilled Water System
Differential Pressure between supply and return CHWTR
1 Modulating Butterfly Bypass Valve with control and Actuator (4 inches) NEMA 4x for outdoor
2 Floating butterfly Isolation Valves with control and Actuator (4 inches) NEMA 4x for outdoor
Start/Stop Relay per Pump
Status Switch per Pump
2 New 5 HP VFD with Bypass for Pumps
Temperature Sensors and Stainless Steel Wells
2 Onicon Ultrasonic Flow Meters
1 BTU Meter

1.4. Municipal Complex Building C (Police Headquarters) Controls Upgrade

1.4.1. (3) AHUs

DDC Controller per AHU
Duct Temperature Sensors per AHU
Duct Humidity Sensor per AHU
Duct Static Sensor per AHU
Duct Static High Limit Switch per AHU
OA, RA and EA Damper Actuator per AHU
CHW Valve and Actuator per AHU
Electric Heat HW Stages per AHU
Filter DP Switch per AHU
Duct CO2 Sensor per AHU
DDC control of VFD per AHU
Space Temperature Sensor per AHU

Power Supplies, Transformers and Relays per AHU
Fan Status Sensor per fan, per AHU
Outside Air Temperature, Humidity and Pressure Sensor as specified
Airflow Measurement per AHU
New 20 HP VFD with Bypass will be provided for AHU-3
CO2 Demand Controlled Ventilation Sequence, Sensors, Points (6) AHUs

1.4.2. (1) CHILLED WATER SYSTEM CONTROL

DDC Controller for the Chilled Water System
Differential Pressure between supply and return CHWTR
1 Modulating Butterfly Bypass Valve with control and Actuator (4 inches) NEMA 4x for outdoor
2 Floating butterfly Isolation Valves with control and Actuator (4 inches) NEMA 4x for outdoor
Start Stop Relay per Pump
Status Switch per Pump
2 New 5 HP VFD with Bypass for Pumps
Temperature Sensors and Stainless Steel Wells
2 Onicon Ultrasonic Flow Meters
1 BTC Meter

1.5. Community Center

1.5.1. (2) AHUs

DDC Controller per AHU
Duct Temperature Sensors per AHU
Duct Humidity Sensor per AHU
Duct Static Sensor per AHU
Duct Static High Limit Switch per AHU
OA, RA Damper Actuator per AHU
Electric Heat HW Stages per AHU if required
Filter DP Switch per AHU
Duct CO2 Sensor per AHU
DDC control of VFD per AHU
Space Temperature Sensor per AHU
Power Supplies, Transformers and Relays per AHU
Fan Status Sensor per fan, per AHU
Outside Air Temperature, Humidity and Pressure Sensor as specified
Airflow Measurement per AHU
CO2 Demand Controlled Ventilation Sequence, Sensors, Points (2) AHUs

1.5.2. Small DX Units

Flexstat Programmable Thermostat per AHU
Connection of Thermostat to Front End for remote access capabilities

1.6. Civic Center

Chilled water pumps pressure reset sequence
VFDs/Sequencing for chilled water pumps variable flow (3) @ 15hp each
CO2 Demand Controlled Ventilation Sequence, Sensors, Points (3) AHUs
Unoccupied Setbacks Reprogramming
2 VFDs @ 5hp each

1.7. PAL Building

CO2 Demand Controlled Ventilation Sequence, Sensors, Points (2) AHUs

1.8. PD East

Unoccupied Setbacks Reprogramming

1.9. Whispering Pines Gymnasium

CO2 Demand Controlled Ventilation Sequence, Sensors, Points (2) AHUs

1.10. Peripheral Buildings

Install Programmable Thermostats for the following buildings: Wiring and installation of programmable thermostats to be performed by City of Port St Lucie.

Location Name	Address No	Street Name	Controls Integration # Units (t-stats) Included
Police Evidence Bldg	121	SW PSL BLVD (Corner Airoso & PSL Blvd)	4
Public Works	450	Thornhill Drive	2
Public Works	450	Thornhill Drive	2
Public Works	450	Thornhill Drive	1
Pkg & Bldg Maint Yard	1901	SW Hampshire Lane	1
Whispering Pines Park	900	SW Dargwin Blvd	5
Neighborhood Services	1118	SW Biltmore St.	1
Neighborhood Services	1133	SW Macedo Blvd	3
Neighborhood Services	1118	SW Biltmore St.	1
Engineering Traffic Ops	1165	SW Macedo	1
Saints Golf Course	2601	Morningside Blvd. (Municipal Golf Course)	15
City Center	1654	SE Walton Rd	1
Pal Building	2101	SE Tiffany Avenue	5
Parks & Recreation	2226	SE Belvedere Street	1
BLDG DEPT used as Clinic	2266	Best St	1
Building Const Office	2258	SE Belvedere Street	1
Engineering	821	SW Dwyer Ave	1
PD Station East	2000	SE Village Green Drive	4
Botanical Garden	2410	SE Westmoreland Blvd	1
Botanical Garden	2410	SE Westmoreland Blvd	1

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Deleted: Railroad Club at the Old Fire Station
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1.11. CENTRALIZED CHILLED WATER PLANT

1.11.1. (2) CHILLERS

DDC Controller

DDC hardwire connection to Chiller 1 and Chiller 2
Immersion Temperature Sensors on pipes with wells
Outside Humidity and Temperature Sensor for the Ice Plant
Pipe Pressure Sensors
Power Supplies, Transformers and Relays for the system
Flow Measurement Stations

- FM-1 Flow Meter (8") CWS CH-1
- FM-2 Flow Meter (8") CHWS CH-1
- FM-3 Flow Meter (8") BYPASS
- FM-4 Flow Meter (8") Second Supply
- FM-5 Flow Meter (8") CWS CH-2
- FM-6 Flow Meter (8") CHWS CH-2

1.11.2. (6) PUMPS

DDC control of VFD per Pump	
Secondary CHWTR P-1 VFD Speed & Status + SS +FBK	50 HP
Secondary CHWTR P-2 VFD Speed & Status + SS +FBK	50 HP
CWP-1 VFD Speed & Status + SS -FBK	30 HP
CWP-2 VFD Speed & Status + SS -FBK	30 HP
Primary CHWTR P-1 VFD Speed & Status + SS +FBK	30 HP
Primary CHWTR P-2 VFD Speed & Status + SS -FBK	30 HP

1.11.3. (2) COOLING TOWERS

DDC control of VFD per Pump	
CT CELL-1 VFD Speed & Status + SS + VIBRATION +FBK	20 HP
CT CELL-2 VFD Speed & Status + SS + VIBRATION -FBK	20 HP

1.11.4. (6) BUTTERFLY VALVES WITH MODULATING ACTUATORS

DDC control of Valves listed below:
V-1 Valve Control (3 way 8") Bypass
V-2 Valve Control (2 way 8")
V-3 Valve Control (2 way 8")
V-4 Valve Control (2 way 8")
V-5 Valve Control (2 way 8")
V-6 Valve Control (2 way 8")

1.12. Exclusions:

- 1.12.1. Wiring and installation of programmable thermostats for the peripheral buildings listed in the above table shall be performed by City of Port St Lucie.

- 1.12.2. Communication with existing VAV boxes is not included. Existing VAV boxes to continue working in standalone mode. Existing VAVs are third party electronic devices.
- 1.12.3. Monitoring or control of the Smoke Management System and or Smoke Control Devices.
- 1.12.4. Any fire alarm system modifications including fire smoke dampers, fireman's override panel, or monitoring of fire smoke dampers.

1.13. Warranty

- 1.13.1. Honeywell is providing hardware warranty support and software support for a period of one (1) year under this Scope of Work from acceptance of the installation. Any additional manufacturer's warranty will directly between the City and the manufacturer.

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14. Automated Computer Power Management

- 14.1. The City shall be responsible for the purchase of the materials and providing the installation labor in order to complete this ECM.
- 14.2. The City shall furnish and install software for a centralized computer power management system. The power management system shall be pushed down to 1,035 Windows based desktop and laptop computers by the City of Port St. Lucie.
 - 14.2.1. Furnish 1,035 licenses Powersave by Faronics, or equal, software to the City's Information Technology (IT) department. The City shall be responsible for installing the software and pushing the software down to the end-user.
 - 14.2.2. Furnish fifteen (15) year Powersave maintenance for software including full technical support, product updates and upgrades on the software. Maintenance for the software shall be handled directly between the software provider and the City of Port St. Lucie.
 - 14.2.3. The City shall accept the Terms and Conditions set forth in the Faronics' Software License Agreement included as "Exhibit 5 Software License Agreements," attached hereto and incorporated herein by reference.
- 14.3. Exclusions
 - 14.3.1. Includes software only. No peripheral computer or server equipment is included.
 - 14.3.2. Computer counts were provided by the City of Port St. Lucie. If actual computer counts differ from the counts that were provided by the City the savings shall be adjusted accordingly by a Change Order.
- 14.4. This ECM is not covered by the Honeywell warranty. City will handle any warranty issues direct with the manufacturer.
 - 14.4.1.

15. Green Print

- 15.1. The City shall be responsible for the purchase of the materials and providing the installation labor in order to complete this ECM.
- 15.2. The City shall furnish and install software to minimize printing wastes. "GreenPrint" software shall be pushed down to 1,035 Windows based desktop and laptop computers by the City Of Port St. Lucie.
 - 15.2.1. Furnish 1,035 licenses for "GreenPrint" or equal, software to the City's Information Technology (IT) department. The City shall be responsible for installing the software and pushing the software down to the end-user.

15.2.2. Furnish fifteen (15) year GreenPrint maintenance for software including full technical support, product updates and upgrades on the GreenPrint software. Maintenance for the software shall be handled directly between the software provider and the City of Port St. Lucie.

15.2.3. The City shall accept the Terms and Conditions set forth in GreenPrint Enterprises' Software License Agreement included as "Exhibit 5 Software License Agreements," attached hereto and incorporated herein by reference.

15.3. Exclusions

15.3.1. Includes software only. No peripheral computer or server equipment is included.

15.3.2. Computer counts were provided by the City of Port St. Lucie. If actual computer counts differ from the counts that were provided by the City the savings shall be adjusted accordingly by a Change Order.

15.4. This ECM is not covered by the Honeywell warranty. City will handle any warranty issues direct with the manufacturer.

16. Street Lighting Retrofit

Honeywell shall provide the installation labor in order to retrofit the existing Ped Deco metal halide lamps and high pressure sodium lamps with Induction Retrofit Kits. The retrofit shall be limited to the quantities and locations provided to Honeywell by the City of Port St. Lucie and as listed below in Table 16.1. The Ped Deco Lighting counts of City owned and maintained metered and non-metered lights were provided to Honeywell from the City of Port St. Lucie. The proposed wattages of new fixtures are detailed in "Exhibit 2 Scope Detail, Baseline and Savings". In the event that the quantities are inaccurate or incorrect or if there is a conflict as to how the lights are metered from the data received from the city-FP&L, or if wattages are changed after the mock up, the savings and contract price shall be modified accordingly by a change order.

16.1. A mockup of proposed equipment will be conducted as described in paragraph 16.2 below

The City and Honeywell will work to address any issues that arise as a result of the mockup, with mutually agreed upon changes to be addressed via Change Order. In the event the City is unsatisfied with the lighting levels, system performance, or other aspects of the proposed system mockup for any fixture type or location corridor, the City may remove any or all fixtures from the project via Change Order, and the price and savings will be adjusted accordingly. Street Lighting Pedestrian Corridor Retrofit Table:

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City of Port St. Lucie, FL - Induction Ped Deco Retrofit Project										
Existing Lighting System						Proposed Addition				
Fixture	Qty	Nominal Power Watts	Average	# of Load Centers	Locations	Fixture	Qty	Nominal Power Watts	Voltage	Notes
High Pressure Sodium Ped Deco	751	150	240	5	Westmoreland - PSL Blvd South, Beaver Rd - Southend to Va Tesoro, Crosswater Pkwy - Bayshore to Coastway, Crosswater Pkwy segments 2 and 4, City Center, Beaver Turnpike interchange	Induction Ped Deco Retrofit Kit	751	100	240	
High Pressure Sodium Ped Deco	121	150	480	2	Sevitz Rd - Manure to Piney Hill, Sevitz Blvd - 1/2 to PSL Blvd		121		240	480 to 240 V transformers will be installed at existing load centers
Metal Halide Ped Deco	60	175	240	4	Bayshore - PSL Blvd to Prima Vista		60		240	
Metal Halide Ped Deco	40	175	480	3	Almond Drive - Grand Drive	Induction Ped Deco Retrofit Kit	40	100	240	480 to 240 V transformers will be installed at existing load centers
Metal Halide Ped Deco	80	250	240	4	Aroso Blvd (PSL to Prima Vista)		80		240	
Metal Halide Ped Deco	24	250	480	1	Prima Vista Blvd. (Aroso to Bayshore)	Induction Ped Deco Retrofit Kit	24	100	240	480 to 240 V transformers will be installed at existing load centers
	1026						1026			

16.2. Ped Deco Lighting Mock Up:

16.2.1. A Mock Up of one kit for each type of proposed fixture type and location corridor shall be installed by the City of Port St. Lucie. The Mock Up shall include the following:

- 16.2.1.1. Removal of the existing fixture and installation of the proposed induction retrofit kit, mounting bracket and transformer for a total of (12) twelve fixtures, City to determine location.
- 16.2.1.2. The City of Port St. Lucie shall review the mock up for approval.
- 16.2.1.3. Upon acceptance of the retrofit kit mock up the City of Port St. Lucie shall provide written approval of the proposed retrofit kits, mounting brackets, transformers, transformer mounting, light levels, wattages, and voltages.
- 16.2.1.4. Setup a bench test for one kit for each of the existing fixture types to ensure product applicability, with the OEM to observe and test the retrofitted fixtures on site. Fixtures to be retrofitted by City staff. City of Port St. Lucie shall provide the appropriate location and necessary power connection to the identified fixtures, for OEM to conduct tests. At this time the manufacturer shall verify the type of mounting brackets needed (standard and or custom) to be used for each fixture type. OEM will also verify proper operation and application of the heat sink, Generator, transformer, and lamp will also be tested and checked by the OEM. The above procedure is mandatory in order to comply with and receive the manufacturer's extended warranty.

16.3. Honeywell Responsibilities:

- 16.3.1. Furnish the installation labor only, including tools, lifts, and minor misc materials, of the Induction Retrofit Kits in the city identified Ped Decos fixtures for the quantities provided by the City of Port St. Lucie as listed in Table 16.1 above. Honeywell has secured manufacturer quotes for the proposed quantities and extended (10-year) warranties for direct purchase by the City.
- 16.3.2. Furnish the installation labor only, including tools, lifts, and minor misc materials, of 194 (Quantity is assumed at this time based on table 16.1) City provided step-down transformers to be mounted within the existing Ped Deco poles.
- 16.3.3. Furnish the installation labor only, including tools, lifts, and minor misc materials, of the City provided standard or custom mounting brackets for the fixtures as indicated in table 16.1. Exact quantities TBD after OEM performs bench test. For costing purposes, Honeywell has assumed a 50/50 split between standard and custom mounting brackets.
- 16.3.4. Providing Maintenance of Traffic for only those specific corridors as indicated in Table 16.1 above.

16.4. City Responsibilities:

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- 16.4.1. Procure the Induction Retrofit Kits for the quantities listed in the Table 16.1 above.
- 16.4.2. Procure the required standard or custom mounting brackets to complete the installation. Honeywell has assumed that 549 brackets needed for the above Ped Deco fixtures will have to be custom made, and the remaining 549 will be a standard bracket.
- 16.4.3. Procure 194 step-down transformers for each required pole to step-down from 480v to the required voltage. Any additional transformers required to complete the installation will be the responsibility of the City of Port St. Lucie to procure. These quantities were estimated based on table 16.1, provided to Honeywell by the city.
- 16.4.4. Procure a 10 year manufacturer's warranty for the Induction Retrofit Kits.
- 16.4.5. All materials and equipment for the installation shall be purchased within 5 working days from receipt of final material list.
- 16.4.6. Quote from OEM (Kumho Electric USA, Inc.) based on the above assumptions and will be provided to the City of Port Saint Lucie.

16.5. Warranty:

- 16.5.1. Honeywell shall provide a one (1) year workmanship only warranty upon acceptance of the ECM.
- 16.5.2. The City of Port St. Lucie shall purchase a 10 year manufacturer's warranty for the induction retrofit kits and all product warranties (including associated labor) shall be handled direct between the City and the manufacturer.

16.6. Exclusions:

- 16.6.1. Any type of fixture housing modification above and beyond the installation described above.

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- 16.6.2. Any pre-existing damaged lens or globe that cannot be accessed by removing the existing set screws.
- 16.6.3. Surge Protection and Lightning Protection.
- 16.6.4. Maintenance of Traffic is provided for the above quantities located on the specific corridors as listed in Table 16.1 above. Any corridors outside the ones listed above shall be subject to additional maintenance of traffic costs.
- 16.6.5. Honeywell has assumed that the City has made the proper voltage calculations and it has been previously determined that the load calculations of the existing individual lighting circuits are adequate for the induction retrofit.
- 16.6.6. Fees associated with de-energizing of any overhead underground utilities.
- 16.6.7. Local Power Company fees, electrical service connection fees, load calculations, permit fees, permitting and surveying.
- 16.6.8. Replacement of feeder wires or underground fault repairs.
- 16.6.9. Pole replacements and other general system infrastructure repairs.
- 16.6.10. Installation, repair, or relocation of existing poles.
- 16.6.11. Brackets, wiring and poles shall be in a serviceable condition. The City shall be notified of any brackets, wiring, poles, improper grounding or pre-existing condition found during the installation and shall remedy in a timely manner.

PART 2 – GENERAL

A. GENERAL CONDITIONS

Honeywell is not responsible for bringing existing lighting electrical systems up to code.

~~Any and all requirements shall be provided by the City and shall be subject to the City's approval of the City of Port St. Lucie. The City of Port St. Lucie shall be responsible for any and all requirements.~~

~~Any and all requirements shall be provided by the City and shall be subject to the City's approval of the City of Port St. Lucie. The City of Port St. Lucie shall be responsible for any and all requirements.~~

Electronic ballast's installed on this project have a manufacturer's warranty of 5 years. This warranty shall be handled directly between the City and the manufacturer. Linear fluorescent lamps installed on this project have a manufacturer's warranty of 3 years. This warranty will be handled directly between the City and the manufacturer. During the warranty period, the City's staff shall replace all defective lamps and ballast's under warranty including 1st year warranty. A 2% maintenance stock of replacement lamps and ballast's, or a minimum of two for each type, shall be maintained at the City's site throughout the manufacturer's warranty period. The City shall be reimbursed \$10 for every defective ballast replaced by their staff during the warranty period and receive new lamp and/or ballast for every defective component returned, on a one for one basis, throughout the warranty period. During the warranty period, all material exchanges and labor reimbursement will be processed by the City directly through the manufacturer.

If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work, including asbestos, Honeywell will notify the City and will stop work in that area until such area has been made safe by the City, or the City's Representative, at the City'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.

Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.

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.

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Deleted: Honeywell will adhere to the Applicable and Adopted Codes of the City of Port St. Lucie but in the instance of a code confliction the codes listed above shall take precedence.

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Any electrical infrastructure components that are in need of repair such as with the main infrastructure, transformers, or any component not specifically identified above is not included in this scope.

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.

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Routine maintenance: Routine clean up such as vacuuming, coil cleaning and filter change of air handling devices, etc. is the responsibility of the City, or as included in Schedule K.

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Utility Meter: If new utility meters are required, provision and coordination of utility meters is the responsibility of the City.

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

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TCP/IP Remote Access: A dedicated static IP address, installation and on-going maintenance and subscription and licensing fees for access hardware and software and one (1) station license dedicated to the remote user.

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Efficiency Values: Honeywell will install equipment and lighting components (hereto referred as "equipment") under the scope described herein with specific energy and water efficiency values. The City 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.

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Honeywell will provide information necessary for the City to apply for utility incentives. Actual dollar amount of incentive will be determined by the Utility and is not guaranteed by Honeywell.

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Existing mechanical equipment and controls not specifically addressed in the control or mechanical sections will remain as is.

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The following areas are specifically excluded from this scope of work. Correction of problems in these areas, if required by Federal, State or local law or ordinance, will be considered additional work and will be chargeable (with approval) to the City.

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Any work not specifically stated and outlined in this scope of work.

Painting and patching of areas beyond those areas directly related to work.

Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).

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All City permitting fees are as set forth in the Department of Public Works, Division of Building Inspection, City of Portland, Oregon, and are subject to change without notice.

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B. RELATED WORK SPECIFIED ELSEWHERE

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

Schedule B
Pre-existing Equipment Inventory

Note: This is not a comprehensive listing of all equipment. This listing represents HVAC equipment in facilities which are being retrofitted or modified.

Facility Name:	Municipal Complex City Hall Bldg A		
Address:	121 SW PSL Blvd		
List of Equipment:	Chiller 1 Air Cooled Trane RTAA1254 U99A049983 Chiller 2 Air Cooled Trane RTAA1254	CWP 1 20 hp 230/460V 48/24A 93% Eff Cl F CWP 2 20 hp 230/460V 48/24A 93% Eff Cl F CWP 3 7.5 hp 230/460V 18.6/9.3A 91% Eff Cl F CWP 4 7.5 hp 230/460V 18.6/9.3A 91% Eff Cl F	AHU1-6 Trane 3-way valves Magnetek VFDs

Facility Name:	Municipal Complex City Hall Bldg B		
Address:	121 SW PSL Blvd		

List of Equipment:	Chiller 1 Air Cooled Trane RTAA0704YQ01 U04G06705	CWP 1 10 hp 230/460V 24.7/12.4A 91.7% Eff C I F	AHU1-8 Trane 3-way valves VFDs
	Chiller 2 Air Cooled Trane RTAA0704YQ01 U04G06705	CWP 2 10 hp 230/460V 24.7/12.4A 91.7% Eff C I F	
		CWP 3 10 hp 230/460V 24.7/12.4A 91.7% Eff C I F	

Facility Name:	Municipal Complex City Hall Bldg C		
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Address:	121 SW PSL Blvd		
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List of Equipment:	Chiller 1 Air Cooled Trane CGAF0604AKA C06D03080		
	Chiller 2 Air Cooled Trane CGACC804RAN J91C70894		

Facility Name:	Whispering Pines Minski Gym		
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Address:	900 SW DARWIN BLD		
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List of Equipment:	DX AC Units		
	TRANE 2TTR3048A10000AA 6423UAF4F		
	TRANE TTA150B300CA N521LA4AH		
	TRANE TTA150B300CA N5154XBAH		
	TRANE TTA150B300CA N5218GHAH		
	TRANE TTA150B300CA N521NLNAH		

Facility Name:	Community Center		
Address:	2195 SE Airoso Blvd		
List of Equipment:	Cond Unit (2) Trane RAUCC604BP		

Facility Name:	PAL Building		
Address:	2101 SE Tiffany Ave		

List of Equipment:	Split DX Carrier 38CKC042 1801E10246		
	Split DX (3) Carrier (3) 38CKC060540 2801E11656 2801E11660 2801E11669		
	Split DX Goodman GSC130603AC 810133731		

Facility Name:	Parks and Recreation		
Address:	2226 Belvedere		
List of Equipment:	Split DX Rheem RAKA-037-JAZ		

Schedule C
Savings Guarantee

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“F.E.M.P.” shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE GO-102000-0960, September 2000). The

F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. Guideline was developed based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.). The focus of the F.E.M.P. M&V Guidelines is on choosing the M&V option and method most appropriate for specific projects.

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

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

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

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

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

“Guaranteed Savings” Defined in Section 6.1

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

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

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

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

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

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems, *at the end of the construction period*, meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests.
- The “potential to perform and generate Savings” may involve pre-retrofit and post-retrofit measurements or may be based on manufacturer and vendor data.

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

engineering calculations with metering and monitoring for verifying that:

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

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

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

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

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

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

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

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

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

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

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

“**Total Guarantee Year Savings**” is defined as the summation of avoided Energy and Operational Costs realized by Facilities in each Guarantee Year as a result of the Retrofit and Support Services provided by Honeywell as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Contract and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is fifteen (15) years as defined herein.

2.2 Guarantee Termination. Given that both parties recognize that the energy and operational savings can only be achieved if the systems and equipment are properly maintained throughout the Guarantee Term, Customer agrees that the savings guarantee set forth herein is dependent upon the continuation of any existing Support Services Agreements by Honeywell or by OTHERS. Customer shall continue to contract with Honeywell for the Energy Auditing and Analysis Services set forth in this Contract for the entire term of the savings guarantee term. Should this Contract, or other existing Agreements covering systems and equipment not covered in this Contract, be terminated (including, as

applicable, the Schedule K (Companies Maintenance Responsibilities) in whole or in part for any reason prior to the end of the Term, the Guarantee for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guarantee for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

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

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

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

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

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall not be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year. In the event Honeywell has previously paid Customer for a Guaranteed Savings shortfall in a past Guarantee Year, then Excess Savings in current Guarantee Year shall be billed to Customer (but only up to any amounts previously paid by Honeywell for a shortfall and Customer shall pay Honeywell within thirty (30) days after receipt of such bill, and any remaining Excess Savings for the current year shall not be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

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

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

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

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

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

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

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

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

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

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

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

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

Option D is Not Applicable

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described herein (Schedule of Savings) will be deemed realized upon execution of this Contract and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement or on the commencement date for Company Maintenance Responsibilities and Training as presented in Schedule K, whichever comes first. These Savings are representative of information provided by the Customer consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the Customer is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable. Implementation of this Contract (including, as applicable, the Schedule K) allows for the reallocation or defrayal of such budgeted Operational Costs. The Customer acknowledges and agrees that, if it did not enter into this Contract, it would have to take future steps to achieve the same ends as does the work included in Schedule A of this contract, and that, in doing so, it would incur operational costs of at least equal to the operational costs stated herein per year over the life of the contract. The Customer agrees that, by entering into this Contract, it will avoid future operational costs in at least this amount.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect, changes in occupied square footage, changes in energy-consuming equipment, including any repairs or improvements made to the equipment as part of this

Contract, changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

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

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

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

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

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

4. EXTENT OF CONTRACTUAL GUARANTEE

4.1 Status of the Honeywell Proposal. Customer's Request for Proposal, Honeywell's proposal, the Investment Grade Energy Audit and any other documents submitted by Honeywell to the Customer prior to negotiation of this Contract are expressly excluded from and are not a part of this Contract. The parties agree that although the Honeywell Proposal and/or Investment Grade Energy Audit may have contained scope items, guarantee savings and M&V options other than those stated in this Contract, the Scope of Work, Schedule of Savings, and M&V plan were developed jointly by the parties through negotiation. The Customer has chosen to purchase the scope of work set forth in Schedule A. The Customer accepts the Energy Guarantee and Schedule of Savings and agrees to the M&V plan set forth herein and presented in Schedules F, I, J, and K.

5. CUSTOMER RESPONSIBILITIES PROVISIONS

5.1. Honeywell's guarantee of savings is contingent upon City performing the maintenance and other responsibilities detailed in Schedule J.

6. SCHEDULE OF SAVINGS

6.1. Schedule of Savings

The total energy and operational Cost Avoidance over the Term of the contract is equal to or greater than \$ as defined in the table below

<u>YEAR</u>	<u>ENERGY SAVINGS</u>	<u>OPERATIONAL SAVINGS</u>	<u>TOTAL SAVINGS</u>
1	\$412,306	\$148,238	\$560,544
2	\$447,191	\$153,426	\$600,617
3	\$443,256	\$158,796	\$602,052
4	\$459,175	\$164,354	\$603,529
5	\$434,944	\$170,106	\$605,050
6	\$430,558	\$176,060	\$606,618
7	\$426,010	\$182,222	\$608,232
8	\$421,295	\$188,599	\$609,894
9	\$416,406	\$195,200	\$611,606
10	\$411,338	\$202,032	\$613,370
11	\$406,084	\$209,104	\$615,188
12	\$400,637	\$216,422	\$617,059
13	\$394,989	\$223,997	\$618,986
14	\$389,135	\$231,837	\$620,972
15	\$383,065	\$239,951	\$623,016
TOTALS	\$6,256,389	\$2,860,343	\$9,116,732

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

6.2 CM Specific Energy Savings. The first year amount of energy savings is the sum of the below listed CMs. The schedule of savings does not include the absolute increase in energy use due to the implementation of measures to increase environmental comfort as directed by the customer, and other baseline adjustments. The Guaranteed savings are less than the Projected savings, represented herein and in Schedule F. The Cost Avoidance is based on the listed Energy and Operational Cost Avoidance Guarantee Practices defined herein.

<u>ECM#</u>	<u>ECM Description</u>	<u>Electric Year 1</u>	<u>Non Electric Year 1</u>	<u>Water Year 1</u>	<u>Total Year 1</u>
1	Generator Load Shedding	\$15,979	\$0	\$0	\$15,979
2	Building Lighting And Controls	\$47,231	\$0	\$0	\$47,231
3	Sports Lighting and Controls	\$51,998	\$0	\$0	\$51,998
4	Vending Misers	\$3,271	\$0	\$0	\$3,271
5	Water Conservation	\$941	\$0	\$7,259	\$8,201
6	Building Envelop	\$19,113	\$0	\$0	\$19,113

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	Improvements				
7	City Hall Campus Chiller Improvements	\$102,547	\$0	(\$5,998)	\$96,548
8	Chilled Water Pumping Optimization	\$19,687	\$0	\$0	\$19,687
9	Packaged DX System Replacement	\$6,053	\$0	\$0	\$6,053
10	Dedicated AC for City Hall MIS Server Room	\$4,944	\$0	\$0	\$4,944
11	VAV Air Handling System Retrofits / Optimization	\$2,002	\$0	\$0	\$2,002
12	Variable Air Volume Kitchen Exhaust / Makeup System	\$10,734	\$0	\$0	\$10,734
13	Building Automation	\$59,965	\$0	\$0	\$59,965
14	Automated Computer Power Management	\$42,387	\$0	\$0	\$42,387
15	Green Print Printing Cost Reduction	\$0	\$0	\$0	\$0
16	Street Lighting	\$24,193	\$0	\$0	\$24,193
	TOTALS	\$411,045	\$0	\$1,261	\$412,306

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[*] Conservation Measures to be Installed and Executed by City. In the event that city does not install or execute the measure to the intent and specifications of the energy calculations by the date indicated for project completion (see Schedule G), Honeywell will adjust the guarantee appropriately.

The Baseline period is defined as the 12 month time period from November 2010 to October 2011. Customer agrees that the baseline for the unit cost of energy will be adjusted each year of the guarantee term. This annually adjusted value of energy unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that baseline adjustment is stipulated to be an escalation of 3.0% per year for the unit cost of all utilities used in the determination of cost avoidance each year.

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

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

Customer agrees that the baseline for the unit cost of operations will be adjusted each year of the guarantee term. This annually adjusted value of operational unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that baseline adjustment is stipulated to be an escalation of 3.5% per year for operational costs used in the determination of operational cost avoidance each year.

The operational cost avoidance values were identified, reviewed, and agreed to by a team of Customer's

representatives including Greg Oravec City Manager and Mark Olsen Building Maintenance Supervisor .

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<u>OSD / ECM #</u>	<u>Operational Savings Description</u>	<u>Cost Avoidance Category</u>	<u>1st year Avoidance</u>
<u>2</u>	<u>Building Lighting And Controls</u>	<u>O & M</u>	<u>\$4,773</u>
<u>3</u>	<u>Sports Lighting and Controls</u>	<u>O & M</u>	<u>\$29,181</u>
<u>5</u>	<u>Water Conservation</u>	<u>O & M</u>	<u>\$699</u>
<u>7</u>	<u>City Hall Campus Chiller Improvements</u>	<u>O & M</u>	<u>\$32,709</u>
<u>9</u>	<u>Packaged DX System Replacement</u>	<u>O & M</u>	<u>\$7,079</u>
<u>13</u>	<u>Building Automation</u>	<u>O & M</u>	<u>\$11,094</u>
<u>15</u>	<u>Green Print Printing Cost Reduction</u>	<u>O & M</u>	<u>\$43,781</u>
<u>16</u>	<u>Street Lighting</u>	<u>O & M</u>	<u>\$18,922</u>
TOTALS			\$148,238

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

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<u>Att A Reference</u>	<u>Non-Guaranteed Savings</u>	<u>1st Year Savings</u>
	FPL Rebates	\$38,681
	Total	\$38,681

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7 **Guarantee Savings Measurement and Verification Plan**

Measurement and Verification Plan is detailed in Exhibit 3 "M&V Plan".

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

<u>OSD / CM #</u>	<u>ELECTRIC SAVINGS VERIFICATION METHODOLOGY</u>	<u>FUEL SAVINGS VERIFICATION METHODOLOGY</u>	<u>WATER SAVINGS VERIFICATION METHODOLOGY</u>
Generator Load Shedding	A		
Building Lighting And Controls	A		
Sports Lighting and Controls	A		
Vending Misers	A		
Water Upgrades	A	A	A

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Building Envelop Improvements	A	A	
Municipal Complex Chilled Water Systems	B		
Chilled Water Pumping Optimization	B		
Mechanical DX Systems Retrofit	A	A	
Dedicated AC for City Hall MIS Server Room	A		
Mechanical Air Handling Unit Variable Air Volume Retrofits	B	B	
Kitchen Hoods Variable Air Volume Exhaust Retrofits	B	B	
Building Automation	A	A	
Automated Computer Power Management	A		
Green Print	A		
Street Lighting	A		

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

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

Exhibit #	Exhibit Name
Exhibit 1	Schedule of Values
Exhibit 2	Scope Detail - Baselines - Savings (Electronic)
Exhibit 3	M&V Plan
Exhibit 4	Utility Rates (Electronic)
Exhibit 5	Software License Agreements

Schedule D
Compensation to Company and Deliverables

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

1.1 The payment schedule reflected below has been established for the Work. Payment shall be made net (0) days of invoice date. If issues surrounding lack of payment are not remedied within ten (10) business days, Company may suspend all Work until payment is made.

Total payments are: \$ 7,098,954.00

Percent Complete

<u>Percent of Project Complete</u>	<u>Amount Due</u>
Upon contract execution:	
30%	\$ <u>2,129,685</u>
Monthly Progress Payments:	
65%	\$ <u>4,614,318</u>
Upon Project Acceptance:	
5%	\$ <u>354,947</u>

Monthly progress payments shall be made in accordance with the Schedule of Values, attached hereto and incorporated herein by reference as Exhibit 1.

2. The following payment schedule has been established for Support Services - Measurement and Verification:

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

2.2 Honeywell will submit **Quarterly** invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within (0) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

COMPANY SERVICE AGREEMENT SUMMARY

Service Location Name: Various, refer to Schedule A

Service Location Address: Various, refer to Schedule A

Scope of Services: Honeywell shall provide only Energy Auditing and Analysis, also referred to as Measurement and Verification Services under this Contract

Contract Term: Fifteen (15) years from the Effective Date.

Contract Effective Date: Upon Final Acceptance of the Work

Price for Year 1: _____ thousand _____ hundred _____ dollars (\$ _____). (plus applicable taxes).

Payment Terms: _____ quarterly in advance

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

Annualized Service and Maintenance Costs

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Year	Measurement and Verification	Maintenance	Other (Training, Warranties, etc)	Total
1		\$0	\$0	
2		\$0	\$0	
3		\$0	\$0	
4		\$0	\$0	
5		\$0	\$0	
6		\$0	\$0	
7		\$0	\$0	
8		\$0	\$0	
9		\$0	\$0	
10		\$0	\$0	
11		\$0	\$0	
12		\$0	\$0	
13		\$0	\$0	
14		\$0	\$0	
15		\$0	\$0	

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Schedule E
Compensation and Deliverables Required in Other Related Contracts

City shall be required to provide equipment and installation for certain Energy Conservation Measures as described in Schedule A.

Schedule F
Savings Calculation Formula

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

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

The following definitions and methodologies shall apply:

- A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred in the CMs had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in Exhibit 2; and detailed in Exhibit 2 “**Scope/Baseline/Savings**”; 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 CMs. Post-Installation Costs shall be the product of (i) the actual amount of fuel, energy or water consumption or wastewater production during the applicable time period, and (ii) the Utility Rates as defined below; together with
- the stipulated operation and maintenance cost savings resulting from the implementation and installation of the CMs. These cost savings have been negotiated and agreed upon by the parties and there is no need to verify the agreed savings.
 - the minimum real return on investment and the cost of capital as described in Schedule S. In accordance with Section 489.145(4)(j), the return on investment and the cost of capital calculations shall not apply to any grants, rebates or capital funding.
- C. **Utility Rates.** The Utility Rates shall be the greater of (i) the base period utility unit costs set forth in Exhibit 4 and escalated at 3% per year after the year in which this Contract is entered; or (ii) the actual utility unit costs for the year in which the Cost Savings are measured. In no event shall the Utility Rate be lower than base year utility rate with appropriate escalation.
- D. **Adjustments.** § 489.145 (4)c Florida Statutes, requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in section 11 and/or Schedule H (Baseline) of the Contract.
- E. **Other.** The parties acknowledge that § 489.145, Florida Statutes, requires the following:
1. City is to confirm & document estimated avoided operation, maintenance costs, if any.
 2. City is to confirm & document real savings: City must either be spending or planning to spend.
 3. City is to verify & document that the funds used for payments were appropriated for energy.

4. City is to document that savings are calculated from the date of installation of each measure. (§ 489.145 (4)(c)) Florida Statutes.
5. City is to document that costs of installation are less than calculated savings based on life cycle cost calculations based on § 255.255. (§ 489.145(4)(c)) Florida Statutes
6. City is to document that calculating the life cycle costs excludes grants rebates or capital funding (§ 489.145(4)(g)) Florida Statutes

Schedule G Construction and Installation Schedule

The Installation Schedule showing the achievement of all major project milestones, tasks and associated responsibilities included in the Scope of Work will be created using Microsoft Project.

WBS	Task Name	Start	Finish
0	City of Port St. Lucie	5/15/2012	5/15/2012
1	Project Start-up	5/15/2012	5/15/2012
2	Engineering & Management	5/22/2012	5/17/2012
3	Equipment	5/15/2012	5/17/2012
4	Installation	5/15/2012	5/15/2012
4.1	ECM-01-Generator Load St	5/15/2012	11/27/2012
4.2	ECM-02-Building Lighting	5/15/2012	12/11/2012
4.3	ECM-03-Sports Lighting	5/15/2012	11/26/12
4.4	ECM-04-Vending Meters	5/15/2012	11/26/12
4.5	ECM-05-Water Conservation	5/15/2012	12/26/12
4.6	ECM-06-Building Envelope Improvement	5/15/2012	12/26/12
4.7	ECM-07-High Efficiency Chillers	5/15/2012	12/26/12
4.8	ECM-08-HVAC Energy Optimization	5/15/2012	12/26/12
4.9	ECM-09-Boiler System Optimization	5/15/2012	12/26/12
4.10	ECM-10-City Hall HVAC System	5/15/2012	12/26/12
4.11	ECM-11-VAU AHU Pendants	5/15/2012	12/26/12
4.12	ECM-12-VAU Exhaust Make-up Air Unit	5/15/2012	12/26/12
4.13	ECM-13-Building Envelope Upgrades	5/15/2012	12/26/12
4.14	ECM-14-Automated Power Management	5/15/2012	12/26/12
4.15	ECM-15-Green Point Parking Evaluation	5/15/2012	12/26/12
4.16	ECM-16-Street Lighting Full Power	5/15/2012	5/17/2012

WBS	Task Name
0	City of Port St. Lucie
1	Project Start-up
2	Engineering & Management
3	Equipment
4	Installation
4.1	ECM-01-Generator Load St
4.2	ECM-02-Building Lighting
4.3	ECM-03-Sports Lighting
4.4	ECM-04-Vending Meters
4.5	ECM-05-Water Conservation
4.6	ECM-06-Building Envelope
4.7	ECM-07-High Efficiency Cl
4.8	ECM-08-City Hall HVAC S
4.9	ECM-09-Boiler System Perf
4.10	ECM-10-City Hall HVAC S
4.11	ECM-11-VAU AHU Pendants
4.12	ECM-12-VAU Exhaust Make
4.13	ECM-13-Building Envelope
4.14	ECM-14-Automated Comp
4.15	ECM-15-Green Point Park
4.16	ECM-16-Street Lighting P
5	Project Closeout

The above Installation Schedule is based upon the contract being signed and the financing being secured by June 19th, 2012. Should either event be delayed beyond June 19th, 2012 the dates set forth in the schedule above shall be adjusted accordingly. Honeywell reserves the right to adjust the above schedule as needed to reflect actual task dates during construction within the construction period.

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Schedule H
Baseline

BASELINE Operating Parameters are the facility(s) and system(s) operations measured and or observed before commencement of the Work. The data summarized will be used in the calculation of the baseline energy consumption and or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. Honeywell and Customer agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Baseline Period specified in this Contract. The following data was collected with the assistance of Greg Oravec, Assistant City Manager, Mark Olsen, Building Maintenance Manager, and James Kawa, Utilities Maintenance Division Manager.

The Baseline period is defined as the 12 month period from November 2010 through October 2011

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

Generator Load Shedding:

See Exhibit 2 "Scope/Baseline/Savings", "Generator Load Shedding" Baseline Data attached hereto and incorporated herein for stipulated values including but not limited to baseline kW.

Building Envelope Improvements:

See Exhibit 2 "Scope/Baseline/Savings", "Building Envelope" attached hereto and incorporated herein for stipulated values including but not limited to existing equivalent crack size.

High Efficiency Lighting:

See Exhibit 2 "Scope/Baseline/Savings", "Building Lighting" column Current Hrs/yr attached hereto and incorporated herein for stipulated values including but not limited to lighting burn hours.

Sports Lighting:

See Exhibit 2 "Scope/Baseline/Savings", "Sports Lighting" attached hereto and incorporated herein for stipulated values including but not limited to lighting burn hours.

Water Conservation:

See Exhibit 2 "Scope/Baseline/Savings", "Water Conservation" attached hereto and incorporated herein for stipulated values including but not limited to existing fixture summary, occupancy summary, and consumption summary.

High Efficiency Chiller Plants:

See Exhibit 2 "Scope/Baseline/Savings", "Modeled Buildings Savings Summary" attached hereto and incorporated herein for stipulated values including but not limited to baseline cooling unit efficiencies and pump loads as indicated in the following table.

Municipal Complex Baseline Chiller Plant			
Equipment	Capacity (tons)	Baseline Efficiency (kW/Ton)	Full Load Pump Consumption (hp)
Chiller 1	80	1.4	10
Chiller 2	60	1.3	10

Unitary Unit 3	3	1.38	-
Unitary Unit 4	3	1.38	-
2 - Chiller 1	120	1.6	20
2 - Chiller 2	120	1.6	20
3 - Chiller 1	70	1.4	10
3 - Chiller 2	70	1.4	10

Chilled Water Pumping Optimization:

See Exhibit 2 "Scope/Baseline/Savings", "Modeled Buildings Savings Summary" attached hereto and incorporated herein for stipulated values including but not limited to the following.

City Hall Chilled Water Pumping Baseline		
Facility	Pump Size (hp)	Flow Type
City Hall A	20	Constant
City Hall A	20	Constant
City Hall B	10	Constant
City Hall C	10	Constant

Variable Air Volume (VAV) Air Handler Retrofits:

See Exhibit 2 "Scope/Baseline/Savings", "Modeled Buildings Savings Summary" attached hereto and incorporated herein for stipulated values including but not limited to the following.

VAV Retrofit Baseline		
Facility	Unit	Flow Type
City Hall C	3 rd Floor AHU	Constant Volume

Variable Air Volume (VAV) Kitchen Hoods:

See Exhibit 2 "Scope/Baseline/Savings", "VAV Kitchen Hoods" and "Modeled Buildings Savings Summary" attached hereto and incorporated herein for stipulated values including but not limited to the following.

Kitchen Hood VAV Retrofit Baseline		
Facility	Unit	Flow Type
Civic Center	Exhaust Fan	Constant Volume
Civic Center	Makeup Air Fan	Constant Volume
Golf Clubhouse	Exhaust Fan	Constant Volume
Golf Clubhouse	Makeup Air Fan	Constant Volume

DX Replacements:

See Exhibit 2 "Scope/Baseline/Savings", "DX Replacements" attached hereto and incorporated herein for stipulated values including but not limited to a baseline efficiency of 10 EER for all existing units.

Programmable Thermostats:

See Exhibit 2 "Scope/Baseline/Savings", "I. DX Replacements" attached hereto and incorporated herein for stipulated values including but not limited to operating parameters listed below.

Baseline						
All Buildings						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	6:00 AM	9:00 PM	-	74	-	74
Sat	8:00 AM	1:00 PM	-	74	-	74
Sun	Unoccupied		-	74	-	74

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Baseline						
City Hall Building A						
Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	6:00 AM	9:00 PM	-	72	-	72
Sat	8:00 AM	1:00 PM	-	72	-	72
Sun	Unoccupied		-	72	-	72

Baseline						
City Hall Building B (Engineering)						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	6:00 AM	9:00 PM	-	74	-	80
Sat	8:00 AM	1:00 PM	-	74	-	80
Sun	Unoccupied		-	74	-	80

Baseline						
City Hall Building C (Police Dept.)						
Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	6:00 AM	9:00 PM	-	72	-	72
Sat	8:00 AM	1:00 PM	-	72	-	72
Sun	Unoccupied		-	72	-	72

Baseline						
City Hall Building D (Police Evidence Storage)						
Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling

Mon-Fri	6:00 AM	9:00 PM	-	71	-	76
Sat	8:00 AM	1:00 PM	-	71	-	76
Sun	Unoccupied		-	71	-	76

Baseline Minsky Gymnasium						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	5:00 AM	10:00 PM	-	74	-	77
Sat - Sun	5:00 AM	10:00 PM	-	74	-	77

Baseline Community Center						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	5:00 AM	11:00 PM	-	72	-	80
Sat	5:00 AM	11:00 PM	-	72	-	80
Sun	Unoccupied		-	80	-	80

Baseline Saints Golf Course Clubhouse						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	7:00 AM	8:00 PM	-	72	-	80
Sat - Sun	7:00 AM	8:00 PM	-	72	-	80

Baseline Rosser Road Police Station						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	24 hr	24 hr	-	73	-	73
Sat - Sun	24 hr	24 hr	-	73	-	73
Gym	24 hr	24 hr	-	68	-	68

Baseline PAL Building						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling

Mon-Fri	5:00 AM	5:00 PM	-	72 (Office)	-	80
				76 (Gym)		
Sat - Sun	5:00 AM	5:00 PM	-	72 (Office)	-	80
				76 (Gym)		

Baseline Civic Center						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	5:00 AM	11:00 PM	-	74	-	80
Sat - Sun	5:00 AM	11:00 PM	-	74	-	80

Baseline Civic Center Banquet Rooms						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Wed-Sat	2:00 PM	2:00 AM	-	68	-	74

Baseline Civic Center Fitness Room						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	5:00 AM	11:00 PM	-	68	-	68
Sat - Sun	5:00 AM	11:00 PM	-	68	-	68

The temperature settings were established per personnel and site observations at each of the facilities.

Automation and Control System:

See Exhibit 2 "Scope/Baseline/Savings", "Modeled Buildings Savings Summary" attached hereto and incorporated herein for stipulated values including but not limited to the following.

Automation and Controls System Baseline		
Facility	Demand Control Ventilation	Supply Air Reset Sequence based on OA
City Hall A	None	None
City Hall B	None	None
City Hall C	None	None
Community Center	None	NA
Civic Center	None	None
PAL Building	None	NA
Whispering Pines Gymnasium	None	NA

Vending Misers:

See **Exhibit 2 “Scope/Baseline/Savings”, “Vending Miser Detail”** attached hereto and incorporated herein for stipulated values including but not limited to runtime hours.

Green Print:

See **Exhibit 2 “Scope/Baseline/Savings”, “Green Print”** attached hereto and incorporated herein for stipulated values including but not limited to cost of wasted sheets and average wasted sheets per employee per day.

PC Power Management:

See **Exhibit 2 “Scope/Baseline/Savings”, “PC Power Management”** attached hereto and incorporated herein for stipulated values including but not limited to the number of PC’s and annual runtime hours.

Schedule I
Standards of Comfort

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

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

Generator Load Shedding:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Generator Load Shedding**" attached hereto and incorporated herein by reference for the following CMs.

- Generator Load Shedding

Building Envelope Improvements:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Building Envelope Improvements**" attached hereto and incorporated herein by reference for the following CMs.

- Building Envelope Improvements

High Efficiency Lighting:

Lighting hours of operation for the guarantee period are stipulated the same as the baseline operating parameters described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Lighting Detail**".

Sports Lighting:

Lighting hours of operation for the guarantee period are stipulated the same as the baseline operating parameters described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Lighting Detail**".

Water Conservation:

Occupancy and fixture usage for the guarantee period are stipulated the same as the baseline as described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Water Conservation**".

High Efficiency Chiller Plants:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 "Scope/Baseline/Savings"**, "**Modeled Buildings Savings Summary**" attached hereto and incorporated herein by reference for the following CMs.

- High Efficiency Chiller Plants

City Hall Guarantee Period Chiller Plant				
Equipment	Capacity (tons)	Baseline Efficiency (kW/Ton)	Full Load Chilled Water Pump Consumption (hp)	Full Load Condenser Water Pump Consumption (hp)
Chiller 1	270	.313	25	20
Chiller 2	270	.313	25	20

Chilled Water Pumping Optimization:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “Modeled Buildings Savings Summary” attached hereto and incorporated herein by reference for the following CMs.

- Chilled Water Pumping Optimization

City Hall Chilled Water Pumping Guarantee Period		
Facility	Pump Size (hp)	Flow Type
City Hall A	20	Variable
City Hall A	20	Variable
City Hall B	10	Variable
City Hall C	10	Variable

Variable Air Volume (VAV) Air Handler Retrofits:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “Modeled Buildings Savings Summary” attached hereto and incorporated herein by reference for the following CMs.

- Variable Air Volume Air Handler Retrofit

VAV Retrofit Guarantee Period		
Facility	Unit	Flow Type
City Hall C	3 rd Floor AHU	Variable Volume

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Variable Air Volume (VAV) Kitchen Hoods:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “VAV Kitchen Hoods” and “Modeled Buildings Savings Summary” attached hereto and incorporated herein by reference for the following CM’s.

- Variable Air Volume Air Kitchen Hoods

Kitchen Hood VAV Retrofit Guarantee Period		
Facility	Unit	Flow Type
Civic Center	Exhaust Fan	Variable Volume
Civic Center	Makeup Air Fan	Variable Volume
Golf Clubhouse	Exhaust Fan	Variable Volume
Golf Clubhouse	Makeup Air Fan	Variable Volume

DX Replacements:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “DX Replacements” attached hereto and incorporated herein by reference for the following CM’s.

- DX Replacements

Guarantee period operating efficiencies for all replaced units – 15 EER

Programmable Thermostats:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “1. DX Replacements” attached hereto and incorporated herein by reference for the following CM’s.

- Programmable Thermostats and Setpoint Changes:

Programmable Thermostats Guarantee Period Operating Parameters for Buildings as noted below						
General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
			Heating	Cooling	Heating	Cooling
	From	To				
Mon-Fri	6:00 AM	9:00 PM	-	76	-	80
Sat	8:00 AM	1:00 PM	-	76	-	80
Sun	Unoccupied		-	76	-	80

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- Applicable Buildings:

- ① City Hall A (excluding server rooms)
- ① City Hall B - Engineering
- ① City Hall C - Police Bldg
- ① Public Works (450 Thornhill)
- ① Building Maintenance (1901 SW Hampshire)
- ① Neighborhood Services (1118 SW Biltmore Office Bldg)
- ① Neighborhood Services (1113 SW Macedo Blvd Dog Kennel)
- ① Engineering Traffic Ops (1165 SW Macedo)
- ① Saints Golf Course Clubhouse
- ① Parks and Rec (2226 SE Belvedere)
- ① Bldg Dept (2258 Best)
- ① Clinic (2266 Best)
- ① Building Construction Office (2258 Belvedere)
- ① Engineering (821 SW Dwyer)
- ① Police Department East Station
- ① Botanical Gardens
- ① Civic Center (Excluding, Fitness Center, Kitchen, Banquet Halls)

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Programmable Thermostats Guarantee Period Operating Parameters [69]

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Automation and Control System:

The guarantee period operating parameters are stipulated as described in Exhibit 2 “Scope/Baseline/Savings”, “Modeled Buildings Savings Summary” by reference for the following CM’s.

- Automation and Control System

Automation and Controls System Guarantee Period Operating Parameters		
Facility	Demand Control Ventilation	Supply Air Reset Sequence based on OA
City Hall A	CO ₂	55 Deg at OA 70 Deg 60 Deg at OA 60 Deg
City Hall B	CO ₂	55 Deg at OA 70 Deg 60 Deg at OA 60 Deg
City Hall C	CO ₂	55 Deg at OA 70 Deg 60 Deg at OA 60 Deg
Community Center	CO ₂	NA
Civic Center	CO ₂	55 Deg at OA 70 Deg 60 Deg at OA 60 Deg
PAL Building	CO ₂	NA
Whispering Pines Gymnasium	CO ₂	NA

Vending Misers:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 “Scope/Baseline/Savings”**, **“Vending Miser Detail”** attached hereto and incorporated herein by reference for the following CM’s.

- Automation and Control System

Green Print:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 “Scope/Baseline/Savings”**, **“Green Print”** attached hereto and incorporated herein by reference for the following CM’s.

- Green Print

PC Power Management:

The guarantee period operating parameters are stipulated as described in **Exhibit 2 “Scope/Baseline/Savings”**, **“PC Power Management”** attached hereto and incorporated herein by reference for the following CM’s.

- PC Power Management

Schedule J
City's Maintenance Responsibilities

CUSTOMER RESPONSIBILITIES PROVISIONS

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

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

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

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

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

Equipment Subject to these Provisions. Equipment affecting the performance of the Energy Saving Guarantee includes (1) equipment provided as per Attachment A - Scope of Work, (2) modifications made to existing equipment as outlined in Attachment A - Scope of Work, (3) existing or new equipment not provided or modified under this Contract but materially affected by the work provided per Attachment A - Scope of Work and consuming energy or water via utility meters covered by this Contract.

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

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

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

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

Customer Granted Access for Remote Diagnostics. Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Energy Savings Guarantee for operational compliance with the manufacturer's specifications, and the requirements contained herein. Customer shall provide one or both of the following described in section 5.3.1 or 5.3.2, as applicable.

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

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

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

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

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

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

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

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

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

Material Changes in Energy Units & Cost Avoidance.

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

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

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

Unreported Material Changes. In the absence of any material Changes in the Premises or in their operations, energy consumption and demand should not change from year to year. Therefore, if energy consumption and demand per utility meter or submeter for any month increases by five percent (5%) of the Guaranteed Savings per meter or more from the energy consumption and demand for the same month of the *preceding* contract year after adjustment for changes to climactic conditions, then such increase shall be deemed to have resulted from a Material Change, except where such

increase is due to equipment malfunction, faulty repair or other acts of negligence by Honeywell.

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

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

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

A. Additional Terms and Conditions for Services

1. **Working Hours.** Unless otherwise stated, all labor and services under this Contract will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Contract, will be billed to and paid by Customer.

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2. Customer agrees to provide access to all Equipment covered by this Contract. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

3. Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Contract, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

4. In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Contract may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

5. Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment.

6. Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Contract that comes to Customer's attention.

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7. **Energy Guarantee Performance Period Auditing Activities** In coordination with, or in addition to, any Energy Auditing and Analysis Services, Honeywell will perform Measurement & Verification (M&V) activities as described herein and in Schedule C.

8. **Remote Diagnostics** Customer shall allow Honeywell to perform remote diagnostics on all equipment associated with the Energy Savings Guarantee for operational compliance with manufacturer's specifications, Honeywell specifications and requirements of Schedule C.

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9. **Potential-To-Save** Verification of an CM's potential to generate the proposed energy cost avoidance is satisfied upon Customer's signing of Schedule P or an equivalent Delivery and Acceptance Certificate. (See Schedule C - Definitions: "Option A".

10. **Energy Purchasing Alternatives** - It is understood that there is no requirement for Honeywell to perform evaluations of energy purchasing alternatives or perform rate negotiations under this contract.

Switching from the respective electric and natural gas local distribution companies (LDCs) to the respective marketers/brokers/suppliers (SUPPLIERS) for the commodity portion of gas and electricity will be the result of Contract(s) between Customer and SUPPLIER(s). Honeywell does not assure the provision of gas or electricity, and all incentives and payments associated with the Contract(s) between Customer and SUPPLIER(s) are the responsibility of the Parties to that Contract.

11. **Utility Rebates** - It is understood that all utility rebates and/or refunds are the result of an agreement between Customer and the utility company and Honeywell assumes no responsibility for either obtaining said rebates and/or refunds or for the quantity of said rebates and/or refunds.

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

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

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

B. Description of Services

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

1.1 **Scope** – Honeywell will implement Energy *Guarantee* Auditing and Analysis Services for Customer’s facilities, Conservation Measures (CMs), 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, CMs by Service Offering:

(a)	(b)		(c)	(d)
Facility	Electric Meter	Water Meter	CMs associated with facility’s meters	Related M&V Offering Subsection
Municipal Complex City Hall Building A (Site 1a)	56 89 492 10 366 331	1830072369 1830071577	CM 2 - Building Lighting	1.4.1
			CM 4 - Vending Misers	1.4.1
			CM 5 - Water Upgrades	1.4.1
			CM 6 - Building Envelope Improvements	1.4.1
			CM 7 - Municipal Complex Chilled Water Systems	1.4.4
			CM 8 - Chilled Water Pumping Optimization	1.4.4
			CM 10 - Municipal Complex City Hall Building A Computer Room HVAC Unit Installation	1.4.1
			CM 13 - Controls Upgrades	
			CM 2 - Building Lighting	1.4.1
			CM 4 - Vending Misers	1.4.1
CM 5 - Water Upgrades	1.4.1			
CM 6 - Building Envelope Improvements	1.4.1			
CM 7 - Municipal Complex Chilled Water Systems	1.4.4			
CM 8 - Chilled Water Pumping Optimization	1.4.4			
CM 13 - Controls Upgrades				
Municipal Complex City Hall Building B – Engineering (Site 1b)	79 601 056	30086662	CM 2 - Building Lighting	1.4.1
			CM 4 - Vending Misers	1.4.1
			CM 5 - Water Upgrades	1.4.1
			CM 6 - Building Envelope Improvements	1.4.1
			CM 7 - Municipal Complex Chilled Water Systems	1.4.4
			CM 8 - Chilled Water Pumping Optimization	1.4.4
			CM 13 - Controls Upgrades	1.4.1
			CM 1 - Generator Load Shedding	1.4.1
			CM 2 - Building Lighting	1.4.1
			CM 4 - Vending Misers	1.4.1
CM 5 - Water Upgrades	1.4.1			
CM 7 - Municipal Complex Chilled Water Systems	1.4.4			
CM 8 - Chilled Water Pumping Optimization	1.4.4			
CM 11 - VAV Air Handling Systems	1.4.4			
CM 13 - Controls Upgrades	1.4.1			
Municipal Complex City Hall Building C - Police Headquarters (Site 1c)	36 271 877 87 311 612	90357778 60597983	CM 2 - Building Lighting	1.4.1
			CM 4 - Vending Misers	1.4.1
			CM 5 - Water Upgrades	1.4.1
			CM 7 - Municipal Complex Chilled Water Systems	1.4.4
			CM 8 - Chilled Water Pumping Optimization	1.4.4
			CM 11 - VAV Air Handling Systems	1.4.4
			CM 13 - Controls Upgrades	1.4.1
			CM 2 - Building Lighting	1.4.1
			CM 5 - Water Upgrades	1.4.1
			CM 13 - Controls Upgrades	1.4.1
City Hall Building D - Police Evidence Storage (Site 1d)	85 961 245	35200086	CM 2 - Building Lighting	1.4.1
			CM 5 - Water Upgrades	1.4.1
Sportsman’s Park West (Site 2)	83 276 757 20 053 180	51937022 50734543	CM 2 - Building Lighting	1.4.1
			CM 5 - Water Upgrades	1.4.1
Sportsman’s Park (Site 4)	92 124 217	1820160931	CM 2 - Building Lighting	1.4.1
			CM 5 - Water Upgrades	1.4.1
Lyngate Park (Site	7CJ1959	1831630887	CM 2 - Building Lighting	1.4.1

5)	79061073 27748087		CM 4 - Vending Misers CM 5 - Water Upgrades	1.4.1 1.4.1
Public Works - Administration Building (Site 6a)	09855079 86765967	Unreadable	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Public Works - Maintenance Building (Site 6b)	23 038 759	Unreadable	CM 2 - Building Lighting CM 4 - Vending Misers CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Public Works Traffic Safety/Traffic Safety Shed (Site 6c)	23 038 759	Unreadable	CM 2 - Building Lighting	1.4.1
Public Works Warehouse (Site 6d)	81 948 630 72 803 690	Unreadable	CM 2 - Building Lighting	1.4.1
Public Works Office Trailer (Site 6e)	92 210 976	Unreadable	CM 2 - Building Lighting CM 13 - Controls Upgrades	1.4.1 1.4.1
Swan Park (Site 7)	82 242 498	1830406255	CM 3 - Sports Lighting and Controls	1.4.1 1.4.1 1.4.1
Veterans Park at Rivergate (Site 8)	75 956 982	1820169721 1820119503	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades	1.4.1 1.4.1 1.4.1
Rotary Park (Site 9)	NA	1830391697	CM 2 - Building Lighting CM 5 - Water Upgrades	1.4.1 1.4.1
Kiwanis Park (Site 11)	15 040 838	51117971	CM 5 - Water Upgrades	1.4.1
Building Maintenance Yard (Site 12)	37 224 271 84 247 779 16 862 268	49668876	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Sandhill Crane Park (Site 13)	84 305 004 98 984 064	52958794 60636496	CM 2 - Building Lighting CM 3 - Sports Lighting and Controls CM 5 - Water Upgrades	1.4.1 1.4.1 1.4.1
Whispering Pines Park (Site 14)	89 209 096 94 335 546 90 063 218	1830067341 1830072085 53401209 53330066	CM 2 - Building Lighting CM 3 - Sports Lighting and Controls CM 4 - Vending Misers CM 5 - Water Upgrades CM 6 - Building Envelope Improvements CM 9 - Mechanical DX Systems Retrofit CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.1 1.4.1 1.4.1 1.4.1
Girl Scout Park (Site 15)		63330061	CM 5 - Water Upgrades	1.4.1
McChesney Park (Site 16)	57 313 122 82 597 368	69045602	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades	1.4.1 1.4.1 1.4.1
Turtle Run Park (Site 17)	32 434 518	Unreadable	CM 2 - Building Lighting CM 5 - Water Upgrades	1.4.1 1.4.1
Community Center (Site 18)	98 984 073	1830551164	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades CM 6 - Building Envelope Improvements CM 9 - Mechanical DX Systems Retrofit CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.1 1.4.1 1.4.1

Deleted: CM 2 - Building Lighting*

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CM 13 - Controls Upgrades

Deleted: Jaycee Park (Site 10) [... [70]

Deleted: Prineville Treatment Plant
(Site 19) [... [71]

Neighborhood Services - Office Building (Site 24a)	70 746 446	61414418	CM 2 - Building Lighting CM 13 - Controls Upgrades	1.4.1 1.4.1
Neighborhood Services - Dog Kennel (Site 24b)	48 008 337	61415418	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.1
Neighborhood Services - Code Enforcement			CM 2 - Building Lighting	1.4.1
Engineering Traffic Ops (Site 25)	NA	NA	CM 2 - Building Lighting CM 13 - Controls Upgrades	1.4.1 1.4.1
Saints Golf Course (Site 26)	93 003 180 DU5856A 90 063 980 29 717 963 21 747 068 44 286 241	60481776 1831495347 1832041549 1832036853	CM 2 - Building Lighting CM 5 - Water Upgrades CM 6 - Building Envelope Improvements CM 12 - VAV Kitchen Exhaust Makeup Systems CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.4 1.4.1
Charles E. Ray Park (Site 28)	-	1820075967	CM 5 - Water Upgrades	1.4.1
City Center (Site 30)	83 111 385 83 110 121 83 111 386 83 111 383 27 853 238	-	CM 2 - Building Lighting	1.4.1
Jessica Clinton Park (Site 31)	DJN795A 29 841 452	60482078 8018059	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades	1.4.1 1.4.1 1.4.1
PAL Building (Site 33)	82 841 585	58703162	CM 2 - Building Lighting CM 5 - Water Upgrades CM 6 - Building Envelope Improvements CM 9 - Mechanical DX Systems Retrofit CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.1 1.4.1
Parks and Recreation (Site 34)	NA	NA	CM 2 - Building Lighting CM 9 - Packaged DX Systems Replacements CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Clinic (Site 37)	95 177 570	81230044	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Building Construction Office (Site 38)	68 684 685	88540153	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Engineering - Traffic Ops Office (Site 39)	92 990 130 65 432 562	83045469	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Engineering - Becker Road. Traffic Ops Storage 1 and Storage 2			CM 2 - Building Lighting	1.4.1
PD East Station (Site 52)	310061598	46989649	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1
Civic Center (Site 53) - Includes Rest	6N6U520 6V7956N	1820910234 1820915584	CM 1 - Generator Load Shedding CM 2 - Building Lighting	1.4.1 1.4.1

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Deleted: Rosser Road Police Station (Site 29) ... [73]

Deleted: Railroad Club (Site 34) ... [74]

... [75]

Deleted: Boys and Girls Club (Site 54) ... [76]

Rooms, Stage Pavillion, Parking Garage, Warehouse	6U35038	1820306377 1820268650	CM 4 - Vending Misers CM 6 - Building Envelope Improvements CM 8 - Chilled Water Pumping Optimization CM 12 - VAV Kitchen Exhaust Makeup Systems CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1 1.4.1 1.4.1
Botanical Gardens - Maintenance Building (Site 57)	73 666 361	1830374181	CM 2 - Building Lighting CM 13 - Controls Upgrades	1.4.1 1.4.1
Botanical Gardens - Nature/Visitor Center			CM2 - Building Lighting	1.4.1
Veterans Memorial Park (Site 61)	310018248	1830948193	CM 2 - Building Lighting CM 5 - Water Upgrades	1.4.1 1.4.1
Tom Hooper Park			CM 2 - Building Lighting	1.4.1
Traffic Ops Shop (Site 63)	25 395 882 26 395 881 27 395 883 28 395 884 29 395 926	60502128	CM 2 - Building Lighting	1.4.1
City PC's	City wide facility electric meters	-	CM 14 - Automated Computer Power Management	1.4.1
City PC's and Printers	City wide facility electric meters	-	CM 15 - Green Print Software	1.4.1
City owned Street Lighting Retrofit	Not Metered	-	CM 16 - Street Lighting Retrofit	1.4.1

[77]

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

1.3 Reserved

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

1.4.1 Retrofit Isolation Energy Audit for Option A Verified CMs - 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 (CMs) identified in Schedule C, as using *Option A* methodologies for Measurement and Verification. Honeywell will provide this one-time determination of the quantity of energy avoidance of the Customer's facility for the First Guarantee Year only. RIM methods will be applied on a CM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an CM basis. After the CM's potential-to-save has been verified (section 1.3) Honeywell shall either stipulate the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables. Annual verification of potential to perform will be verified by visual inspection or data collection as described in Schedule C. Whole Building Analysis using Utility bill auditing (Option C) and reconciliation of RIM results to utility meter bill data is not included. The RIM was selected by the Customer to provide an economical

reconciliation method and to minimize the interactive effects on the determination of cost avoidance due changes to the site or facilities from the baseline conditions.

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

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

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

Record observations regarding other changes on-site that may impact the CMs 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 stipulated as the annual Energy Avoidance for each Guarantee Year of the remaining contract term.

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

Work Coverage: CM 1 Generator Load Shedding
CM 2 Building Lighting Retrofits
CM 3 Sports Lighting Retrofits
CM 4 Vending Miser
CM 5 Water Upgrades
CM 6 Building Envelope Improvements
CM 9 Mechanical DX Systems Retrofits
CM 10 - Municipal Complex City Hall Building A Computer Room HVAC Unit Installation
CM 13 Controls Upgrades
CM 14 Automated Computer Power Management
CM 15 Green Print
CM 16 Street Lighting Retrofit

Term Coverage: Year 1 Monitoring, Year 2 to End of Term stipulated based on Year 1 Results

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

1.4.2 RESERVED

1.4.3 RESERVED

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

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

Work Coverage: Natural Gas & Electric Meters listed herein

Location	CM	Variable Measured	Unit of Measure	Measurement Frequency	Measuring Device	Comments
Refer to Schedule A	CM 7 Municipal Complex Chilled Water System	Chiller and pump motor power efficiencies, current and runtime; supply and return temperatures;	Hp % efficiency Amp Hours Degree F	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	CM 8 Chilled Water Pumping Optimization	Pump motor power, efficiency, current, and runtime; supply and return temperatures	Hp % efficiency Amp Hours Degree F	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	CM 11 Mechanical Air Handling Unit Variable Air Volume	Fan motor power, efficiency, current, and runtime;	Hp % efficiency Amp Hours	30 minute interval	BAS	Remote BAS access required
Refer to Schedule A	CM 12 Kitchen Hoods Variable Volume Exhaust Retrofit	Fan motor current, and runtime;	Amp Hours	Annual 24 hour period datalogging	Portable Datalogger	

Term Coverage: Year 1 through end of Term

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

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Schedule L
Financing Agreement

Not Applicable

Schedule M
Performance Bond

Refer to Contract Section 13 for Bond requirements.

Schedule N
Certificate of Acceptance Investment Grade Audit

Not Applicable

Schedule O Projected Cash Flow

Financial Data Analysis
Facility Name: Port St Lucie

Financial Data Analysis
Facility Name: Port St Lucie

Project: Customer Direct Purchases (Miscro & Pred

Project Price in Honeywell Contract
Amount Financed
Term (Years)
Payments per Year
Interest Rate
Annual Energy Savings (First Year)
Annual Operations Savings (First Year)
Measurement & Verification Program (M&V)
Maintenance (First Year)

Customer Direct Purchases (Miscro, Pred decro, Software)
Project Price in Honeywell Contract
Capital Cost/Contribution
Amount Financed
Term (Years)
Payments per Year
Interest Rate
Annual Energy Savings (First Year)
Annual Operations Savings (First Year)
Measurement & Verification Program (M&V)
Maintenance (First Year)

Cash Flow Analysis

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
Calculated Energy Savings	\$0	\$406,084	\$510,967	\$526,286	\$542,084	\$558,347	\$575,097	\$592,350	\$610,121	\$628,424	\$647,277	\$652,854	\$651,840	\$671,395	\$681,537	\$712,283	\$9,046,957
Guaranteed Energy Savings	\$0	\$417,308	\$447,191	\$463,256	\$479,175	\$494,944	\$510,558	\$426,010	\$421,295	\$416,406	\$411,338	\$406,084	\$400,637	\$390,135	\$380,135	\$393,065	\$6,256,389
Operations Savings	\$0	\$148,238	\$153,426	\$158,796	\$164,354	\$170,197	\$176,080	\$182,227	\$188,600	\$195,201	\$202,033	\$200,104	\$216,423	\$223,998	\$231,838	\$239,952	\$2,860,353
Other Non-Annual Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Guaranteed Savings	\$0	\$560,544	\$600,817	\$602,052	\$603,529	\$605,051	\$606,618	\$608,232	\$609,895	\$611,607	\$613,371	\$615,188	\$617,060	\$618,987	\$620,973	\$623,017	\$9,116,742
Payment	\$0	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$552,800	\$8,292,735
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Performance Assurance (M&V)	\$0	\$46,410	\$47,808	\$49,243	\$50,720	\$52,242	\$53,809	\$55,473	\$57,086	\$58,798	\$60,562	\$62,379	\$64,251	\$66,178	\$68,163	\$70,208	\$863,287
Total Annual Cost	\$0	\$589,225	\$600,817	\$602,052	\$603,529	\$605,051	\$606,618	\$608,232	\$609,895	\$611,607	\$613,371	\$615,188	\$617,060	\$618,987	\$620,972	\$623,017	\$9,155,422
FF&E Rebate	\$0	\$38,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,081
Annual Guarantee Cash Flow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accumulated Guarantee Cash Flow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Calculated Cash Flow	\$0	\$83,778	\$63,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$1,390,569
Accumulated Calculated Cash Flow	\$0	\$83,778	\$147,553	\$230,503	\$333,003	\$456,006	\$600,145	\$767,766	\$956,612	\$1,168,630	\$1,404,569	\$1,651,339	\$1,887,543	\$2,158,949	\$2,461,351	\$2,790,569	\$0

Cash Flow Analysis

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
Capital Cost Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Guarantee Cash Flow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accumulated Guarantee Cash Flow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Calculated Cash Flow	\$0	\$83,778	\$63,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$83,778	\$1,390,569
Accumulated Calculated Cash Flow	\$0	\$83,778	\$147,553	\$230,503	\$333,003	\$456,006	\$600,145	\$767,766	\$956,612	\$1,168,630	\$1,404,569	\$1,651,339	\$1,887,543	\$2,158,949	\$2,461,351	\$2,790,569	\$0

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Schedule P
City Certificate of Acceptance

Project Final Acceptance Procedure:

As portions of the Project near completion, the Honeywell Project Manager will start the Project Close-Out Process. The Honeywell Project Manager shall use the Scope-of-Work (SOW) listed in Schedule A as the basis for the Close-Out Process and shall demonstrate to the Owner's Representative that each separate item of the SOW is substantially complete. The sign off process will be by portion of the Scope of Work or by individual Conservation Measure (CM). After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the Owner's Representative shall execute the Delivery and Acceptance Certificate to acknowledge substantial completion and Honeywell will complete the "Punch List" within two weeks. Execution of this Delivery and Acceptance Certificate signifies the start of the warranty provided in the Contract for this portion of the Work.

Schedule of Acceptance: The acceptance process will follow the following schedule:

CM #	CM Name	Acceptance Date
1	Generator Load Shedding	
2	Building Lighting	
3	Sports Lighting	
4	Vending Misers	
5	Water Conservation	
6	Building Envelope Improvements	
7	High Efficiency Chillers	
8	Chilled Water Pumping Optimization	
9	DX System Replacements	
10	Dedicated AC for City Hall MIS Server Room	
11	VAV AHU Retrofits Optimization	
12	VAV Kitchen Exhaust Makeup Systems	
13	Building Automation Systems	
14	Automated Computer Power Management	
15	Green Print Printing Cost Reduction	
16	Street Lighting-Ped Decos	

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FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name: City of Port St. Lucie

Contract Effective Date: _____

Scope-of-Work (SOW) Item Conservation Measure (CM): See Schedule of Acceptance

To: Honeywell International Inc.

Reference is made to the above listed Contract between the undersigned and Honeywell International Inc. and to the Scope of Work as defined in Schedule A herein. In connection therewith, we confirm to you the following:

- 1. The Scope of Work (SOW) Item: Conservation Measure (CM) referenced above and also listed in Schedule A of the Contract has been demonstrated to the satisfaction of the City's Representative as being substantially complete
- 2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Contract. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Schedule D, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

Schedule Q
Equipment Warranties

See O & M Manuals

EXHIBITS

Exhibit 1 – Schedule of Values

Exhibit 2 – Scope Details, Baselines, Savings, Cost of Operations

Exhibit 3 – Measurement & Verification Plan

Exhibit 4 – Utility Rates

Exhibit 5 – Software License Agreements

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4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years

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4.5	5		Water Conservation	10 to 15 years

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Facility Name:		Jaycee Park (Site 10)		
Address:		1301 SW Bayshore Blvd. Port St. Lucie, FL		
Owned by the City or Leased?		Owned		

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

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Facility Name:		Prineville Treatment Plant (Site 19)		
Address:		1001 SE Prineville Street / 900 Ogden Lane Port St. Lucie, FL		
Owned by the City or Leased?		Owned		

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	

Facility Name:	West Port Waste Water Plant (Site 22)
Address:	851 SW Darwin Blvd Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	

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Facility Name:	Rosser Road Police Station (Site 29)
Address:	2950 SW Rosser Road Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.4	4		Vending Misers *	15 years
			*Note: This ECM is to be executed fully by the City.	
4.5	5		Water Conservation	10 to 15 years
4.6	6		Building Envelope Improvements	7 to 10 years

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Facility Name:	Railroad Club (Site 32)
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Address:	273 Becker Road Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

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Facility Name:	Boys and Girls Club (Site 40)
Address:	692 Port St. Lucie Blvd. Port St. Lucie, FL
Owned by the City or Leased?	Owned

Conservation Measures to be installed at this facility:

Ref. in App. B	CM	Group	Description of Conservation Measure	Useful Life of the Equipment
4.2	2		Building Lighting	Lamps-6 years, ballasts and controls – 30 years
4.5	5		Water Conservation	10 to 15 years
4.13	13		Building Automation Systems	20

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Police Station - Rosser Rd	2950	SW Rosser Road SW Rosser Road	4

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Railroad Club at the Old Fire Station	273	Becker Rd	1
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Boys & Girls Club	692	SE Port St. Lucie Blvd	2

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YEAR	ENERGY SAVINGS	OPERATIONAL SAVINGS	TOTAL SAVINGS
1	\$434,303	\$148,616	\$582,919
2	\$445,632	\$153,818	\$599,450
3	\$459,361	\$159,201	\$618,563
4	\$466,375	\$164,773	\$631,148
5	\$480,366	\$170,541	\$650,907
6	\$494,777	\$176,509	\$671,287
7	\$457,249	\$182,687	\$639,936

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or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less.

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M #	CM Description	Electric Year 1	Non Electric Year 1	Water Year 1	Total Year 1
1	Generator Load Shedding	6 \$19,22	\$0	\$0	\$19,226
2	Building Lighting And Controls	5 \$61,40	\$0	\$0	\$61,405
3	Sports Lighting and Controls	4 \$62,56	\$0	\$0	\$62,564
4	Vending Misers*	\$3,936	\$0	\$0	\$3,936
5	Water Upgrades	\$1,165	\$0	5 \$9,49	\$10,660
6	Building Envelope Improvements	1 \$25,18	\$0	\$0	\$25,181
7	Municipal Complex Chilled Water Systems	83 \$123,3	\$0	171 (\$7,2	\$116,166
8	Chilled Water Pumping Optimization	7 \$23,68	\$0	\$0	\$23,687
9	Mechanical DX Systems Retrofit	\$6,771	\$0	\$0	\$6,771
0	Municipal Complex City Hall Building A Computer Room HVAC Unit Installation	\$5,949	\$0	\$0	\$5,949
2	Kitchen Hoods Variable Air Volume Exhaust Retrofits	5 \$12,91	\$0	\$0	\$12,915
3	Controls Upgrades	9 \$15,73	\$0	\$0	\$15,739
4	Automated Computer Power Management*	0 \$51,00	\$0	\$0	\$51,000
1	Green Print*	\$0	\$0	\$0	\$0

5					
6	Street Lighting	9	\$29,10	\$0	\$29,109
[11]	TOTALS	28	\$442,0	\$0	\$2,27,306 \$444

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OSD / CM #	Operational Savings Description	Cost Avoidance Category	1st year Avoidance
2	Building Lighting And Controls	O & M	\$5,112
3	Sports Lighting and Controls	O & M	\$29,181
5	Water Upgrades	O & M	\$738
7	City Hall Campus Chiller Improvements	O & M	\$32,709
9	Mechanical DX Systems Retrofit	O & M	\$7,079
13	Building Automation	O & M	\$11,094
15	Green Print	O & M	\$43,781
[12]16	Street Lighting	O & M	\$18,922
TOTALS			\$148,616

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<p>Programmable Thermostats Guarantee Period Operating Parameters All Buildings</p>

General Occupancy Schedule			Occupied Operating Temperature		Unoccupied Operating Temperatures	
	From	To	Heating	Cooling	Heating	Cooling
Mon-Fri	6:00 AM	9:00 PM	-	74	-	80
Sat	8:00 AM	1:00 PM	-	74	-	80
Sun	Unoccupied		-	74	-	80

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Jaycee Park (Site 10)	15 043 675 30 111 704	62376363 62302367	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1

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Prineville Treatment Plant (Site 19)	413621680 413621661 413621682	567900 9611605	CM 4 - Vending Misers	1.4.1
West Port Wastewater Plant (Site 22)	413782957	NA	CM 4 - Vending Misers	1.4.1

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Rosser Road Police Station (Site 29)	98 984 137	NA	CM 2 - Building Lighting CM 4 - Vending Misers CM 5 - Water Upgrades CM 6 - Building Envelope Improvements	1.4.1 1.4.1 1.4.1 1.4.1

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Railroad Club (Site 32)	7C73339	1820170422	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1

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Boys and Girls Club (Site 40)	70 889 505	NA	CM 2 - Building Lighting CM 5 - Water Upgrades CM 13 - Controls Upgrades	1.4.1 1.4.1 1.4.1

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