
**HONEYWELL
AGREEMENT**

CUSTOMER NAME: City of Clearwater
HONEYWELL PROPOSAL NUMBER: Performance Contract
DATE OF SUBMISSION: June 17, 2008 (Revised 10/20/08)
VALIDITY PERIOD: November 10, 2008

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Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1
GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") is made this 6TH day of NOVEMBER, 2008 (the "Effective Date") by and between Honeywell International Inc. ("HONEYWELL"), a Delaware Corporation, acting through its Automation and Control Solutions business unit, with a principal place of business at 101 Columbia Road, Morristown, New Jersey 07962-1057, and City of Clearwater, ("CUSTOMER") with a principal place of business at 112 South Osceola Avenue, Clearwater, FL 33756 (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and HONEYWELL and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and HONEYWELL. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by HONEYWELL to fulfill HONEYWELL's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than HONEYWELL.

1.4 The Project is the total construction of which the Work performed by HONEYWELL under this Agreement may be the whole or a part.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

1.6 Support Services means those services and obligations to be undertaken by HONEYWELL in support of CUSTOMER as set forth in Attachment D.

1.7 Installation Schedule means that schedule set out in Attachment C describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2
HONEYWELL'S RESPONSIBILITIES

2.1 HONEYWELL Services

2.1.1 HONEYWELL shall be responsible for construction of the Project. (FIB)

2.1.2 HONEYWELL will assist CUSTOMER in securing permits necessary for the Work.

2.2 Responsibilities with Respect to the Work

2.2.1 HONEYWELL will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

2.2.2 HONEYWELL shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If HONEYWELL damages property not needed for the Work, HONEYWELL shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, HONEYWELL shall remove waste material supplied by HONEYWELL under this Agreement as well as all its tools, construction equipment, machinery and surplus material. HONEYWELL shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, HONEYWELL shall not be responsible for disposal of toxic or hazardous materials removed from the facilities. HONEYWELL shall be responsible for disposal of fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury containing controls to the extent their replacement is specified in Attachment A.

2.2.3 HONEYWELL shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that HONEYWELL shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 HONEYWELL shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that HONEYWELL shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of

the Work carried on by persons not in a contractual relationship with HONEYWELL, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of HONEYWELL for the elimination or abatement of any such health or safety hazards at the site of the work.

2.3 Patent Indemnity

2.3.1 HONEYWELL shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by HONEYWELL, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by HONEYWELL hereunder; 2. CUSTOMER gives HONEYWELL immediate notice in writing of any such suit and permits HONEYWELL, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives HONEYWELL all needed information, assistance and authority, at HONEYWELL's expense, to enable HONEYWELL to defend such suit.

2.3.2 If such a suit has occurred, or in HONEYWELL's opinion is likely to occur, HONEYWELL may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, HONEYWELL will pay such award. HONEYWELL shall not, however, be responsible for any settlement made without its written consent.

2.3.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH ACTUAL OR ALLEGED INFRINGEMENT, EXCEPT AS SET FORTH IN THIS SECTION 2.3.

2.4 Warranties and Completion

2.4.1 HONEYWELL warrants CUSTOMER good and clear title to all equipment and materials furnished to

CUSTOMER pursuant to this Agreement (except licensed software, which shall be governed exclusively by the terms and conditions of the Software License Agreement, attached hereto as Attachment B), free and clear of liens and encumbrances. HONEYWELL hereby 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 beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by HONEYWELL or with HONEYWELL's written permission, and provided that after delivery such equipment or materials have not been subjected by non-HONEYWELL personnel to accident, neglect, misuse, or use in violation of any instructions supplied by HONEYWELL. HONEYWELL's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at HONEYWELL's option and at HONEYWELL's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of HONEYWELL for any breach of any warranty related to the equipment and materials furnished by HONEYWELL pursuant to this Agreement.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, HONEYWELL shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by HONEYWELL and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL 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. HONEYWELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

ARTICLE 3 **CUSTOMER'S RESPONSIBILITIES**

3.1 CUSTOMER shall provide HONEYWELL full information regarding the requirements for the Work.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to HONEYWELL all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to HONEYWELL.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and HONEYWELL shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as HONEYWELL shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to HONEYWELL that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, HONEYWELL is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, HONEYWELL may stop work upon fifteen (15) days notice to CUSTOMER. The failure of HONEYWELL to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of HONEYWELL's right to request or insist that such evidence be provided at a later date.

3.8 HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

3.8.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to

have an adverse effect on human health, habitability of a Site, or the environment.

3.8.2 "Mold" means 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. This includes any related or any such conditions caused by third parties.

3.8.3 "Covered Equipment" means the equipment covered by the Services to be performed by HONEYWELL under this Agreement, and is limited to the equipment included in the respective work scope attachments.

3.8.4 CUSTOMER has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to CUSTOMER'S knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

3.8.5 HONEYWELL is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document.

3.8.6 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by HONEYWELL or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond HONEYWELL'S reasonable control and HONEYWELL shall have the right to cease the work or Services until the area has been made safe by CUSTOMER or CUSTOMER'S representative, at CUSTOMER'S expense. HONEYWELL shall have the right to terminate this Agreement if CUSTOMER has not fully remediated the unsafe condition within sixty (60) days of discovery.

3.8.7 CUSTOMER represents that CUSTOMER has not retained HONEYWELL to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

3.8.8 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND

ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

3.9 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work or any Support Services provided hereunder, excluding taxes on Honeywell's net income.

3.10 CUSTOMER shall execute a software license in the form of the Software License Agreement attached hereto as Attachment B. Failure of CUSTOMER to execute such Software License Agreement shall excuse HONEYWELL from any delivery requirements pursuant to this Agreement and shall be considered a material breach by CUSTOMER.

ARTICLE 4 **SUBCONTRACTS**

4.1 At its exclusive option, HONEYWELL may subcontract some or all of the Work or Support Services.

4.2 A Subcontractor is a person or entity who has a direct contract with HONEYWELL to perform any effort in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. HONEYWELL shall be responsible for the management of its Subcontractors in their performance of their Work.

ARTICLE 5 **INSTALLATION AND ACCEPTANCE**

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment C.

5.2 If HONEYWELL is delayed at any time in the progress of performing its obligations under this Agreement by any act of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond HONEYWELL's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse HONEYWELL for all additional costs resulting therefrom.

5.3 HONEYWELL shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and HONEYWELL (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in attachment J. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by HONEYWELL identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by HONEYWELL, unless CUSTOMER provides HONEYWELL with a written statement identifying specific material performance deficiencies that it wishes HONEYWELL to correct. HONEYWELL will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by HONEYWELL pursuant to the Installation Schedule.

ARTICLE 6 **PRICE AND PAYMENT**

6.1 Price

6.1.1 The price for the Work is Two Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$2,445,000), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The total price for Support Services is set forth in Attachment D hereto, subject to the adjustments described therein.

6.1.3 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle HONEYWELL to an equitable adjustment in the price and schedule.

6.1.4 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.5 The license fees for all licensed software identified in Attachment B are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to HONEYWELL the full price for the Work in accordance with the Payment Schedule, Attachment E. CUSTOMER shall make payments for the Support Services in accordance with Attachment D.

6.2.2 Payments for the Work 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 shall pay all attorney and/or collection fees incurred by HONEYWELL in collecting any past due amounts.

ARTICLE 7 **CHANGES IN THE PROJECT**

7.1 A Change Order is a written order signed by CUSTOMER and HONEYWELL authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment C.

7.2 CUSTOMER may request HONEYWELL to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if HONEYWELL submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse HONEYWELL for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the

observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 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. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If HONEYWELL wishes to make a claim for an increase in the Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by HONEYWELL before proceeding to execute the Work, except in an emergency endangering life or property, in which case HONEYWELL shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and HONEYWELL cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, HONEYWELL shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by HONEYWELL on account of emergency work shall be determined as provided in Section 7.4.

ARTICLE 8 **INSURANCE, INDEMNITY, WAIVER OF** **SUBROGATION, AND LIMITATION OF** **LIABILITY**

8.1 Indemnity

8.1.1 HONEYWELL agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under HONEYWELL's negligent actions or willful misconduct in its performance of the Work or the Support Services. **PROVIDED THAT, NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN**

**THIS ARTICLE, ARTICLE 2, OR THE
INDEMNIFICATION CONTAINED IN SECTION
3.8.**

8.1.2 CUSTOMER shall indemnify and hold harmless HONEYWELL and HONEYWELL's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and HONEYWELL and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to HONEYWELL.

8.2 Contractor's Liability Insurance

HONEYWELL shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. Honeywell will not issue coverage on a per project basis. It is agreed, however, that HONEYWELL has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

8.2.1 Prior to the commencement of the Contract, HONEYWELL will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://places.honeywell.com/moi>. 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. HONEYWELL will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, HONEYWELL will provide adequate proof of financial responsibility.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to HONEYWELL for the length of time to complete the Project. This insurance shall include as named additional insureds HONEYWELL and HONEYWELL's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, HONEYWELL and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and HONEYWELL and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of HONEYWELL and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and HONEYWELL against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and HONEYWELL, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and HONEYWELL shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide evidence of Insurance to HONEYWELL before work on the Project begins. All insurance coverage(s) must be with a carrier rated A- or better by one of the National Insurance Rating Agencies such as A.M. Best. HONEYWELL will be given thirty

(30) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and HONEYWELL and made payable to CUSTOMER and HONEYWELL as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Limitation of Liability

8.6.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE OR INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

ARTICLE 9 **TERMINATION OF THE AGREEMENT**

9.1 If HONEYWELL defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to HONEYWELL. If HONEYWELL, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If HONEYWELL has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to HONEYWELL, but if the expense exceeds the unpaid balance, HONEYWELL shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, HONEYWELL may give written notice to CUSTOMER of HONEYWELL's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, HONEYWELL may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable profit and applicable damages.

ARTICLE 10 **ASSIGNMENT AND GOVERNING LAW**

10.1 This Agreement shall be governed by the law of the State where the Work is performed.

10.2 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that HONEYWELL may assign to another party the right to receive payments due under this Agreement. HONEYWELL may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11 **MISCELLANEOUS PROVISIONS**

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine-readable form, including software supplied to CUSTOMER by HONEYWELL, that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself

or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by HONEYWELL hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from HONEYWELL or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to HONEYWELL, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To HONEYWELL:

HONEYWELL INTERNATIONAL INC.

Vince Rydzewski

V.P., & General Manager, South & Latin America Region

3079 Premiere Parkway, Suite 100

Duluth, GA 30097

To CUSTOMER:

Rick Carnley

Assistant Director, General Services

City of Clearwater

1900 Grand Ave

Clearwater, FL 33765

11.6 Waiver. HONEYWELL's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 12
ARBITRATION

12.1 With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between HONEYWELL and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance

with the Construction Industry Arbitration Rules of the American Arbitration Association.

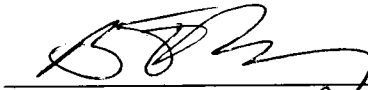
Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

HONEYWELL INTERNATIONAL INC.

By



Name

BUENAVENTURA PRAOES

Title

ACCOUNT EXECUTIVE

Date

11/6/2008

CITY OF CLEARWATER

By



Name

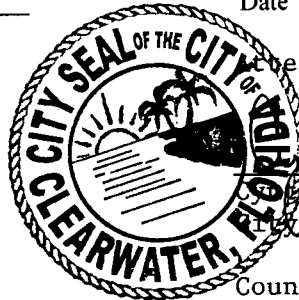
William B. Horne II

Title


City Manager

Date


Nov. 17, 2008



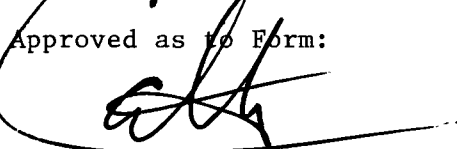
Attest:


Patricia E. Goudeau
City Manager

Countersigned:


Frank V. Hibbard
Mayor

Approved as to Form:


Camilo A. Soto
Assistant City Attorney

ATTACHMENT A SCOPE OF WORK

PART 1 – PRODUCTS & EXECUTION

1. RTU Replacement

1.1. Demolition

- 1.1.1. Honeywell will remove eight (8) existing Roof Top Units as shown in the table below. Demolition to include licensed removal and disposal of refrigerant, electrical service disconnect and disposal of existing units.

	UNIT	MODEL	SERIAL
#1	Single stage	YCDO48A4LOAA 4 TONS	D3314437OD
#2	2-stages	BYC170G4LOCC 15 TONS	D33143641D
#3	2-stages	BYC200G4LOCC 17.5 TONS	D3114351OD
#4	2-stages	BYC200G4LOCC 17.5 TONS	D32143371D
#5	2-stages	BYC200G4LOCC 17.5 TONS	D32143369D
#7	2-stages	BYC200G4LOCC 17.5 TONS	D31143508D
#9	2-stages	BYC200G4LOCC 17.5 TONS	D31143513D
#10	2-stages	YCDO60A4LOAA 5 TONS	D31144548D

- 1.2. Honeywell will install eight (8) new high efficiency packaged roof top units. The units will each have the same capacity as the units they are replacing. The units will each be rated with a minimum EER rating of 10.8. New Honeywell programmable thermostats will be installed to control each newly installed roof top unit.

1.2.1. Inclusions

- 1.2.1.1. All engineering and documentation as required to obtain permits
- 1.2.1.2. Reconnect existing ducting
- 1.2.1.3. 1 year labor and material warranty on new units after acceptance
- 1.2.1.4. Year 2 through 5 warranty on compressors (Parts only), to be provided by the equipment manufacturer
- 1.2.1.5. Heresite coating on the condenser coils to prevent corrosion
- 1.2.1.6. Signed and sealed windload and anchoring details to comply with new Florida Building codes
- 1.2.1.7. Disconnect/reconnect gas piping

1.2.2 Exclusions

- 1.2.2.1 Any roofing as curb adapters are being used
- 1.2.2.2 Fire protection

2. Natatorium Dehumidification

- 2.1. Honeywell will remove two (2) existing Make up Air Units, five (5) exhaust fans, and the associated ducting in the natatorium. Demolition to include cutting and capping of natural gas lines currently serving the units, electrical service disconnect, weatherproofing roof openings where existing units

removed, and disposal of existing units. All units to be disposed of per applicable codes and fees are included.

- 2.2. Honeywell will install one (1) new high efficiency packaged roof top unit to serve the upper level viewing area of the natatorium and one (1) new Dehumidification Unit serving the main pool areas of the natatorium. The dehumidification unit serving the pool area shall be installed at the ground level with ducting being routed upward. A cement housekeeping pad will be installed for the unit. The ducting shall be painted to closely match the color of the building. A chain linked fence with vinyl privacy slats will be installed around the unit. The unit has self contained controls. A fabric duct system shall be used for the supply air from the dehumidification unit to the natatorium. The owner will be able to choose from an available selection of colors for the fabric duct and Vinyl Fence Slats.

2.2.1. Inclusions

2.2.1.1. All engineering and documentation including signed and sealed plans

2.2.1.2. New ducting as necessary

2.2.1.3. 1 year labor and material warranty on new units after acceptance

2.2.1.4. Year 2 through 5 warranty on compressors (Parts only) to be provided by the equipment manufacturer

2.2.1.5. Structural steel supports as required for the Natatorium RTU

2.2.2 Exclusions

2.2.2.1 Main electrical feeds coming into the building

2.2.2.2 Upgrade of the main electrical distribution panel

3. Lighting Retrofit

General - The specific lighting Retrofit included in this project is set forth "Lighting Fixture Location Summary" attached hereto and incorporated herein as Exhibit G-8.

Included Area List

#	Area Name
1	Carlisle Courts & Gymnasium
2	Roz and Dan Doyle Center for Aquatics

The following areas were evaluated but not included in the scope of work.

Excluded Area List

#	Area Name
1	UPARC
2	Locker Rooms
3	Work Out Room
4	Entrance and Hallways

3.1. Carlisle Courts and Gymnasium

Honeywell shall replace the existing Metal Halide fixtures with fluorescent fixtures utilizing new next generation T8 lamps and electronic ballasts as identified in Exhibit G-8 Lighting Line by Lines. Since the fixtures are being installed in a gymnasium, a wire guard mesh shall be installed to protect the lamps. The new lighting system will meet or exceed existing light levels.

3.2. Roz and Dan Doyle Center for Aquatics

Honeywell shall replace the existing Metal Halide fixtures with new lower wattage Metal Halide fixtures as identified in Exhibit G-8 Lighting Line by Lines. The fixture design will allow the lighting system to meet or exceed existing light levels at the pool level.

3.3. Disposal

Honeywell shall be responsible for proper disposal of all lamps, ballasts and materials according to all applicable federal, state and local codes and regulations. For components and/or materials that are deemed hazardous, Honeywell shall provide proper, official, and original copies of compliance and/or

proper disposal documentation from an authorized disposal facility.

3.4 Inclusions:

Honeywell will provide a one year labor warranty on workmanship after acceptance. On materials, a spare stock will be provided to the owner with a 5 year warranty on the ballasts, and a 2 year warranty on the bulbs. The owner will be reimbursed \$10 per ballast replacement during the warranty period. All material warranties to be provided by the lamp and ballast manufacturers.

3.5 Exclusions:

The repair or replacement of any failed wall switches, missing door frames and channel covers is not included in the Work.

The repair or replacement of any existing emergency fixture that has failed is not included in the Work.

The repair or replacement of any part of the existing buildings' electrical system which is in disrepair, failing or non-code compliant is not included in the Work.

4. Domestic Hot Water Heat Recovery

- 4.1. Honeywell will install two (2) new desuperheaters on two (2) of the newly installed packaged roof top units for heat reclamation for domestic hot water loads.

PART 2 – GENERAL

A. GENERAL CONDITIONS

1. Honeywell is not responsible for bringing existing lighting/electrical systems up to code.
2. The lighting manufacturer will provide a 5-year material warranty on ballasts as well as a 2-year warranty on lamps. During the warranty period, the City staff shall replace all defective lamps and ballast's under warranty, and will receive a \$10/ballast reimbursement for each ballast replaced to be coordinated through the ballast manufacturer. The lighting subcontractor will help to coordinate this. The ongoing warranty will be managed by the City of Clearwater direct with the ballast manufacturer. A supply of replacement lamps and ballasts, or a minimum of two for each type, shall be maintained throughout the manufacturer's warranty period. The City shall receive new lamps and ballasts for every defective component returned, on a one for one basis, throughout the warranty period. During the warranty period, all material exchanges will be processed by the Customer directly through the manufacturer.
3. If Honeywell encounters any materials or substances classified as toxic or hazardous in performance of the Work associated with the mechanical systems, including asbestos, Honeywell will notify Customer and will stop work in that area until such area has been made safe by the Customer, or Customer's Representative, at Customer's expense. In the event such conditions cause a delay in Honeywell's performance, Honeywell shall be entitled to recovery of all costs associated with such delay, as well as an extension of time of performance.
4. Where demolition of certain areas of a building are required for removal and installation of equipment and that demolition is included in the scope of work defined herein, Honeywell will make every effort to replace such areas with similar materials as available. If such materials are not available, materials of similar quality will be supplied and installed.
5. Electrical: Should a problem with the existing wiring system occur, Honeywell will be limited to electrical wiring modifications (repairs) to three feet (36 inches) of the device or the nearest wall or ceiling penetrating, whichever is smaller.

6. Piping: Should a problem with the existing piping system occur, Honeywell will be limited to piping modifications (repairs) to two feet (24 inches) of the device installed or the nearest wall or ceiling penetration, whichever is smaller. Piping includes but is not limited to domestic hot and cold water, cooling cold water, heating hot water, condensate, fuel oil, and cooling tower condensing water.
7. Clean-up: (e.g., vacuuming and coil cleaning) and filter change of air handling devices is the responsibility of the Customer, or as included in Attachment D,
8. 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 customer is required to replace any failed "equipment" no longer warranted by Honeywell or a Honeywell subcontractor, with "equipment" of equal or greater efficiency for the full contract guarantee term.
10. Limitation of Liability – Security Systems, Fire Alarm Systems and/or Components - Honeywell's total liability for damages of any kind or nature arising out of or relating to any aspect or component of the security or fire alarm systems and/or components provided under this Agreement is limited to \$100,000.
11. The following areas are specifically excluded from this proposal. 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 Owner.
 - a. Any work not specifically stated and outlined in this scope of work.
 - b. Painting and patching of areas beyond those areas directly related to work.
 - c. Existing non-code conditions (examples: existing electrical wiring which requires correction or approval by appropriate inspectors, existing penetrations in need of fire stopping, etc).

B. RELATED WORK SPECIFIED ELSEWHERE

Provision of equipment, material, and labor to provide functional measurement and verification systems coordinated under Attachment G – Schedule of Savings.

ATTACHMENT B
SOFTWARE LICENSE AGREEMENT

Not Applicable

ATTACHMENT C INSTALLATION SCHEDULE

The Installation Schedule showing the achievement of all major project milestones, tasks and associated responsibilities included in the Scope of Work.

ID	Task Name	Duration	Start	Finish	4th Quarter			1st Quarter			2nd Quarter	
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	Award Contract	1 day	Wed 10/29/08	Wed 10/29/08								
2	Lighting Retrofit	63 days	Thu 10/30/08	Mon 1/26/09								
3	HVAC Retrofit	120 days	Thu 10/30/08	Wed 4/15/09								
4	Final Sign off and Checkout	9 days	Thu 4/16/09	Tue 4/28/09								

The above Installation Schedule is based upon the contract being signed and the financing being secured by October 29, 2008. Should either event be delayed beyond October 29, 2008, the dates set forth in the schedule above shall be adjusted accordingly.

**ATTACHMENT D
SUPPORT SERVICES AGREEMENT**

**Honeywell Building Solutions
SERVICE AGREEMENT**

Project Name: **City of Clearwater**
Proposal Number: **PerfContM&V**
Date: **6/16/08**
Agreement Number: **991-**

(PROVIDER)

**Honeywell Building Solutions
3657 Maguire Blvd., Suite 100
Orlando, FL 32803**

(CUSTOMER)

**City of Clearwater
112 South Osceola Ave.
Clearwater, FL 33756**

Service Location Name: City of Clearwater
Service Location Address: 1501 N. Belcher Rd, Clearwater, FL

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input type="checkbox"/> Preferred Automation Maintenance Services | <input checked="" type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input checked="" type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input checked="" type="checkbox"/> Maintenance Service Special Provisions |
| <input type="checkbox"/> EBI Services | <input checked="" type="checkbox"/> Energy Guarantee Special Provisions |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Energy Auditing and Analysis Services |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |

Contract Term: Twenty (20) years from the Effective Date. Customer W Honeywell BS
(INITIALS)

Contract Effective Date: Upon Construction Completion- Enter Date: _____

Price for Year 1: Thirty Five Thousand Four Hundred Eighty Nine and 00/100 dollars, (\$ 35,489.00),

Price for Year 2: Forty Two Thousand Four Hundred Nine & 00/100 dollars (\$42,409.00)

Payment Terms: Quarterly

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

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

This proposal is valid until November 10, 2008.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:

HONEYWELL BUILDING SOLUTIONS

Signature:

Name:

Title:

Date:

BS
BUENAVENTURA PRADOS
ACCOUNT EXECUTIVE
11/6/2008

CUSTOMER: (City of Clearwater)

Signature:

Name:

Title:

Date:

X William B. Horne II
X William B. Horne II
X City Manager
X _____

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal 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 Agreement, will be billed to and paid by Customer.

2. TAXES

Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://places.honeywell.com/moi>. 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. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5.6 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. 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.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. 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 Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, 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.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement 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.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, 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 found included in the attached List of Covered Equipment.

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

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit quarterly invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment Honeywell may annually adjust the amounts charged for the Services provided.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means 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. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Nominal Size	Description
1	RTU-1	4 Ton	Trane Rooftop AHU
1	RTU-2	17.5 Ton	Trane Rooftop AHU
1	RTU-3	17.5 Ton	Trane Rooftop AHU
1	RTU-4	17.5 Ton	Trane Rooftop AHU
1	RTU-5	17.5 Ton	Trane Rooftop AHU
1	RTU-6	17.5 Ton	Trane Rooftop AHU
1	RTU-7	17.5 Ton	Trane Rooftop AHU
1	RTU-9	17.5 Ton	Trane Rooftop AHU
1	RTU-10	17.5 Ton	Trane Rooftop AHU
1	RTU-11	10 Ton	Carrier Rooftop AHU
1	P-1	2	Heat Reclaim Pump
8	Thermostat	NA	Honeywell Programmable
1	Dectron/RS 482	120 HP	Pool Dehumidifier

1.2 Preventive Maintenance - Quarterly preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☒ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
RTU-1	1	24" X 24"	2" Pleated	4
RTU-2	1	24" X 24"	2" Pleated	4
RTU-3	1	24" X 24"	2" Pleated	4
RTU-4	1	24" X 24"	2" Pleated	4
RTU-5	1	24" X 24"	2" Pleated	4
RTU-6	1	24" X 24"	2" Pleated	4
RTU-7	1	24" X 24"	2" Pleated	4
RTU-9	1	24" X 24"	2" Pleated	4
RTU-10	1	24" X 24"	2" Pleated	4
RTU-11	1	24" X 24"	2" Pleated	4
Dectron /RS 485	6	24" X 24"	2" Pleated	4

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Maintenance Service Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions Support Services Agreement.

1. This proposal excludes the maintenance of the pool water side of the equipment. Maintenance of the filters, strainers, etc will be performed by others.

Energy Guarantee Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Automation and Control Solutions Agreement.

1.1 Incorporated Documents - Attachment F, Attachment G, and Exhibits to Attachment G are hereby made an integral part of this SUPPORT SERVICES AGREEMENT, insofar as same is applicable to the work of the Energy Guarantee Auditing and Analysis Services, as if specifically written herein, and unless otherwise hereinafter specified.

1.2 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 in Attachment G.

1.3 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, requirements of Attachment F, and requirements of Attachment G.

HONEYWELL may install diagnostic devices at HONEYWELL's expense to monitor and/or enhance system operation and support. Upon termination of this Agreement, HONEYWELL may remove these devices and return the system to original operation.

1.4 Potential-To-Save - Verification of an ECM's potential to generate the proposed energy cost avoidance is satisfied upon CUSTOMER's signing of Attachment J or an equivalent Delivery and Acceptance Certificate. (See Attachment F - Definitions: "Option A".

1.5 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.

1.6 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.

1.7 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.

1.8 CUSTOMER Responsibilities for Documentation - It is the responsibility of the CUSTOMER to provide to the M&V Specialist, at minimum, on a quarterly basis, except as modified below:

- 1.8.1 Verification that equipment installed to perform the ECMs has been properly maintained, including but not limited to provision of maintenance records.
- 1.8.2 Current status of the buildings (i.e., occupancy level and use, hours of operation, etc.).
- 1.8.3 Records of CUSTOMER initiated changes in equipment setpoints, start/stop conditions, usage patterns.
- 1.8.4 Records of CUSTOMER initiated changes in operation of mechanical-electrical systems, which may impact the ECMs.
- 1.8.5 Records regarding addition or deletion of equipment or building structure, which may impact the ECMs or the building energy consumption.
- 1.8.6 Copies of all utility information including 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 providers to allow the release of data to a HONEYWELL representative.

1.9 CUSTOMER Responsibilities for Notification – HONEYWELL and CUSTOMER division of responsibilities and risk allocation is described in Attachment F and Attachment G.

It is the responsibility of the CUSTOMER to notify HONEYWELL of all changes in production, occupancy, building load, conditioned building area, equipment operation, and scheduling, etc. from the baseline period. Deviation from the baseline period will result in Baseline Adjustments to normalize the Base Year energy use to Current Year conditions. It will be the responsibility of the CUSTOMER to investigate and correct any reported deficiencies in the current operations in the buildings that impact the ECMs.

1.10 CUSTOMER Responsibilities for Maintenance – During the term of this Agreement, for all equipment provided or modified as per Attachment A – Scope of Work, 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 of Attachments F and G 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 failed equipment or component no longer warranted by HONEYWELL or a HONEYWELL subcontractor, with equipment or components of equal or greater efficiency value than installed by HONEYWELL, for the full contract guarantee term.

1.11 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 Agreement.

Energy Guarantee Auditing and Analysis Services

1.1 Scope – HONEYWELL will implement Energy *Guarantee* Auditing and Analysis Services for CUSTOMER'S facilities, energy conservation measures (ECMs), and/or utility meters in coordination with Attachment F – Energy Guarantee and Attachment G – Schedule of Savings. Attachment G, as used herein, includes the Exhibits to Attachment G. HONEYWELL will perform the services outlined in Section 1.4.

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

(a)	(b)	(c)	(d)
Facility	LDC-Meter # / Utility Type	ECMs (list only ECMs associated with meter listed in column (b))	Related M&V Offering Subsection
City of Clearwater	Electric # 91948-11052	ECM 2, and ECM 3	1.4.1
City of Clearwater	Gas # 4106654	ECM 4	1.4.1
City of Clearwater	Pool Gas #4106657	ECM 1	1.4.1

1.2 Coverage – This Agreement 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 AGREEMENT.

1.3 Incorporated Documents - The Energy Guarantee Special Provisions, Attachment F – Energy Guarantee, Attachment G – Schedule of Savings, and Exhibits to Attachment G are hereby made an integral part of this SUPPORT SERVICES AGREEMENT, insofar as same is applicable to the work of the Energy Auditing and Analysis Services, as if specifically written herein, and unless otherwise hereinafter specified.

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

☒ **1.4.1 Retrofit Isolation Energy Audit for Option A Verified ECMs** – HONEYWELL will provide *Option A* energy guarantee auditing services as detailed in Attachment F, Attachment G, and Exhibits to Attachment G for specific Energy Conservation Measures (ECMs) identified in Attachment G and/or Exhibits to Attachment G 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. Option A methods will be applied on an ECM specific basis (i.e., isolated to the retrofit) and Energy Cost Avoidance for a Guarantee Year will be quantified and summarized on an ECM basis. After the ECM's potential-to-save has been verified (section 1.3) HONEYWELL shall either stipulate the quantity of cost avoidance or determine the cost avoidance from engineering calculations and measurement of specific variables. Utility bill auditing (Option C) and reconciliation of Option A results to utility meter bill data is not included. The Option A 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.

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.

Term Coverage: Year 1 Verification of Potential to Perform; Year 2 to End of Term Verification of Potential to Perform.
Energy avoidance stipulated to be same as Year 1 Results, Cost avoidance includes stipulated escalation rate as listed in Att G

Option A Audit Report section will be submitted: ☒ Annually

☐ **1.4.2 Energy Advisory Report–Level 1 (Not Applicable)**

☐ **1.4.3 Energy Advisory Report–Level 2 (Not Applicable)**

☐ **1.4.4 Retrofit Isolation Energy Audit for Option B Verified (Not Applicable)**

☐ **1.4.5 Utility Bill Energy Audit for Option C verified ECMs (Not Applicable)**

ATTACHMENT E PAYMENT SCHEDULE

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 thirty (30) days of invoice date. If issues surrounding lack of payment are not remedied within ten (10) business days, HONEYWELL may suspend all Work until payment is made.

Total payments are: \$ 2,445,000

1.1.2 Percent Complete

<u>Percent of Project Complete</u>	<u>Amount Due</u>
Upon contract execution:	
30%	\$ 733,500
Monthly Progress payments :	
65%	\$1,589,250
Upon project delivery and acceptance:	
5%	\$ 122,250

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

2.1 The first invoice will be issued upon completion of the Work and prior to commencement of Support Services and CUSTOMER shall pay or cause to be paid to HONEYWELL the full price for the Services as specified in Attachment D.

ATTACHMENT F ENERGY GUARANTEE

1. DEFINITIONS

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

“Baseline” is the description outlined in Attachment G, 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.

“Baseline Period” is the period of time (specified in Section 1 of Attachment G) coordinated with the Baseline Usage for the purpose of utility bill analysis (see "Option C") to allow the comparison of a Guarantee Year against a Baseline. The Baseline Period may not always be one contiguous element of time and may be different from a 365-day annual period. Baseline information from non-contiguous elements of time may be normalized and assigned to a specified Baseline Period.

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

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

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

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

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

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

“Cost Avoidance” means 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.

“Covered Systems and Equipment” as used in this Attachment F means the systems and equipment identified in Attachment A (Scope of Work) and Attachment D (Support Services).

“Energy and Operational Cost Avoidance Guarantee Practices” are those practices identified in Attachment G, intended to achieve avoided costs in energy and/or operating expenses.

“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.

“ECM” The Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A, for the purpose of reducing utility (energy, water, etc.) consumption and demand and costs and/or non-utility (O&M, operational) costs.

“Facilities” shall mean those buildings where the energy and operational cost savings will be realized.

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

Verification Protocol (I.P.M.V.P.). The focus of the F.E.M.P. M&V Guidelines is on choosing the M&V option and method most appropriate for specific projects.

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

“Final Project Acceptance” refers to CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

“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 Agreement.

“Guaranteed Savings” 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 [as identified in Section 3.1 hereof].

“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 Attachment G. 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 Energy 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 know as the "Guarantee Period" or "Measurement and Verification Period".

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

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

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

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

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

“Support Services” is defined as the services to be provided by HONEYWELL and described in Attachment D.

“Term” shall have the meaning as defined in Section 2 hereof.

“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 Agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment G.

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 Agreement for the entire term of the savings guarantee term. Should this Agreement, or other existing Agreements covering systems and equipment not covered in this

Agreement, be terminated (including, as applicable, the Support Services Agreement – Attachment D) in whole or in part for any reason prior to the end of the Term, the Guarantee for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guarantee for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guarantee Savings. HONEYWELL guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment G. In no event shall the savings guarantee provided herein exceed the total installation, support services, and financing costs for the Work under this Agreement.

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 Energy 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 Agreement 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 in Section 1 of Attachment G hereto.

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, pursuant to Section 3.1.5, 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.

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, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4, 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.

3.1.6 Aggregation of Savings. The parties mutually agree that the Guarantee Savings for this Agreement 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. At the end of each Guarantee Year CUSTOMER will have forty-five (45) 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 in Attachment G 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 in Attachment G, and the Guarantee Year energy usage multiplied by the applicable energy rate as defined in Attachment G, 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 (Section 1 of Attachment G) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

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

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

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges as defined in Attachment G. 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 I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation Measure, HONEYWELL will employ an M&V Plan that may be comprised of any or all of the following elements:

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

The value of the energy savings will be derived from a calibrated simulation of either the whole-building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment G (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement or on the commencement date for Support Services (Article 6.2.3), 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 Agreement (including, as applicable, the Support Services Agreement) allows for the reallocation or defrayal of such budgeted Operational Costs. The CUSTOMER acknowledges and agrees that, if it did not enter into this Agreement, it would have to take future steps to achieve the same ends as does the work included in Attachment A of this contract, and that, in doing so, it would incur operational costs of at least equal to the operational costs stated in Attachment G per year over the life of the contract. The CUSTOMER agrees that, by entering into this agreement, 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 Agreement; 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 Attachment G.

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 Agreement 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 Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment G; (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 Agreement, 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 and any other documents submitted by Honeywell to the Customer prior to negotiation of this Agreement are expressly excluded from and are not a part of this Agreement. The parties agree that although the Honeywell Proposal may have contained scope items, guarantee savings and M&V options other than those stated in this Agreement, 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 Attachment A. The CUSTOMER accepts the Energy Guarantee and Schedule of Savings and agrees to the M&V plan set forth in Attachments F and G.

5. CUSTOMER RESPONSIBILITIES PROVISIONS

5.1. 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 Agreement but materially affected by the work provided per Attachment A – Scope of Work and consuming energy or water via utility meters covered by this Agreement.

5.2. CUSTOMER Maintenance and Replacement Responsibilities. During the term of this Agreement, for all equipment covered by the Energy Savings Guarantee of this Agreement, 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 of Attachments F and G 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. Minimum maintenance responsibilities for the equipment provided under this contract are included in Exhibit F-1 attached hereto and incorporated herein by reference.

5.2.1. 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.

5.2.2. CUSTOMER shall be responsible to investigate and correct any reported deficiencies not covered under this Support Services Agreement.

5.3. 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 of Attachment D, Attachment F and Attachment G contained herein. CUSTOMER shall provide one or both of the following described in section 5.3.1 or 5.3.2, as applicable.

5.3.1. 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.

5.3.2. 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.

5.4. CUSTOMER Reporting Responsibilities. 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 Agreement 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.

5.5. 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 agency or governmental unit.

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

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

5.7. 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.

5.8. Material Changes in Energy Units & Cost Avoidance.

5.8.1. 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.

5.8.1.1. 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.

5.8.2. 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.

5.8.3. 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 pursuant to Attachments F and G.

5.8.3.1. 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.

--- End of Attachment F ---

Exhibit F-1

Maintenance Requirements

In order to ensure proper equipment operation and efficiency, all equipment must be maintained and operated in accordance with manufacturer requirements. The following list provides minimum maintenance requirements for typical HVAC equipment proposed. Additional maintenance shall be performed as necessary, based on manufacturer recommendations.

The Customer will be responsible for documenting all maintenance and providing maintenance records to Honeywell upon request.

Rooftop Units

Monthly Inspection

- ☐ Inspect Air Filters monthly and replace or clean whenever they become dirty.

Quarterly Inspection

- ☐ Visually inspect condition and operation of unit. Check for unusual noises and vibration.
- ☐ Inspect evaporator and condensing coils and clean whenever they become dirty.
- ☐ Inspect fan blower and clean whenever they become dirty.
- ☐ Check drip pans and drain lines. Clean as necessary
- ☐ Replace pan treatment as necessary (**Follow Mfg. recommendations**)
- ☐ Check controls for proper settings and operation.
- ☐ Verify proper lubrication of blower motors and bearings (**Follow Mfg. recommendations**)
- ☐ Check supply air temperature
- ☐ Check condition of fan wheels and housings
- ☐ Verify that the condenser fan is clear of any obstructions. Clean as necessary.
- ☐ Verify belt tension is appropriate. Replace belts as necessary.
- ☐ Make necessary adjustments & corrections.

Annual Inspection

- ☐ Visually inspect condition of Heat Exchanger and clean as necessary.
- ☐ Visually inspect condition of Evaporator and Condenser Coils and clean as necessary
- ☐ Typically, compressors are factory shipped with a normal charge of the correct type refrigerant grade oil in them and should rarely require additional oil. The service technician must be certain the proper oil level is maintained in the compressor when it is installed and running.
- ☐ Tighten all electrical connections (**Follow Mfg. recommendations**)
- ☐ Inspect wiring for chafing, burning, or deteriorated insulation
- ☐ Verify all compressor and starter contacts are operational and have free movement
- ☐ Inspect refrigerant system for potential leaks
- ☐ Verify proper economizer operation as applicable.

Dehumidification Units

Monthly Inspection

- ☐ Inspect Air Filters monthly and replace or clean whenever they become dirty. Install proper filter per manufacturer's recommendations. (moisture resistant, disposable, active carbon, etc)
- ☐ Verify all belts are in good condition and that the tension is appropriate

Quarterly Inspection

- ☐ Inspect evaporator and condensing coils and clean whenever they become dirty.
- ☐ Check drip pans and drain lines. Clean as necessary
- ☐ Visually inspect condition and operation of unit. Check for unusual noises and vibration.
- ☐ Inspect evaporator and condensing coils and clean whenever they become dirty.
- ☐ Inspect fan blower and clean whenever they become dirty.
- ☐ Replace pan treatment as necessary (**Follow Mfg. recommendations**)
- ☐ Check controls for proper settings and operation.
- ☐ Check supply air temperature
- ☐ Check condition of fan wheels and housings
- ☐ Verify that the condenser fan is clear of any obstructions. Clean as necessary.

6 Month Inspection

- ☐ Visually inspect condition sight refrigerant sight glass and verify that there are no bubbles present after 10 minutes of compressor operation. (**as applicable**)
- ☐ Verify that the compressor discharge temperature is appropriate per the manufacturer's specifications.
- ☐ Check controls for proper settings and operation.
- ☐ Check supply air temperature
- ☐ Check condition of fan wheels and housings
- ☐ Verify that the condenser fan is clear of any obstructions. Clean as necessary.
- ☐ Make necessary adjustments & corrections.

Annual Inspection

- ☐ Verify proper lubrication of blower motors and bearings (**Follow Mfg. recommendations**)
- ☐ Inspect air heat transfer coils and clean whenever they become dirty. (**Follow Mfg. recommendations for cleaning**)
- ☐ Tighten all electrical connections (**Follow Mfg. recommendations**)
- ☐ Inspect wiring for chafing, burning, or deteriorated insulation
- ☐ Verify all compressor and starter contacts are operational and have free movement
- ☐ Inspect refrigerant system for potential leaks

ATTACHMENT G SCHEDULE OF SAVINGS

1. Schedule of Savings

The total energy and operational Cost Avoidance over the Term of the contract is equal to or greater than \$4,964,669 as defined in the table below:

YEAR	ENERGY	OPERATIONAL	TOTAL
1	\$104,377	\$80,387	\$184,764
2	\$107,508	\$82,799	\$190,307
3	\$110,733	\$85,283	\$196,016
4	\$114,055	\$87,841	\$201,896
5	\$117,477	\$90,476	\$207,953
6	\$121,001	\$93,191	\$214,192
7	\$124,631	\$95,986	\$220,617
8	\$128,370	\$98,866	\$227,236
9	\$132,221	\$101,832	\$234,053
10	\$136,188	\$104,887	\$241,075
11	\$140,274	\$108,033	\$248,307
12	\$144,482	\$111,274	\$255,756
13	\$148,816	\$114,613	\$263,429
14	\$153,281	\$118,051	\$271,332
15	\$157,879	\$121,593	\$279,472
16	\$162,615	\$125,240	\$287,856
17	\$167,494	\$128,998	\$296,491
18	\$172,519	\$132,867	\$305,386
19	\$177,694	\$136,853	\$314,548
20	\$183,025	\$140,959	\$323,984
TOTALS	\$2,804,640	\$2,160,029	\$4,964,669

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. 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 Agreement. Proforma budget neutral or positive cash flows are not guaranteed.

The Term of the Guarantee Performance Period is 20 years, subject to Attachment F.

1.1 Energy Savings. The first year amount of energy savings is the sum of the below listed ECMs. The schedule of savings does not include the absolute increase in energy use due to the implementation of measures to increase environmental comfort as directed by the customer, and other baseline adjustments (see 1.3.1.1). The Guaranteed savings are less than the Projected savings, represented in Exhibits G-6 through G-9. The Cost Avoidance is based on the listed Energy and Operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

Att A No. [a]	ECM Description	Electric Year 1	Non-Electric Year 1	Water Year 1	Total Year 1
1	Install Pool Dehumidification	\$0	\$90,618	\$0	\$90,618
2	Replace Roof Top Units	\$5,187	\$0	\$0	\$5,187
3	Lighting Upgrades	\$6,956	\$0	\$0	\$6,956
4	Domestic Hot Water Heat Recovery	\$0	\$1,616	\$0	\$1,616
Totals		\$12,143	\$92,234	\$ 0	\$104,377

[a] Att A: Attachment A, Scope of Work.

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% per year for the unit cost of electric utilities and 3% per year for gas utilities used in the determination of cost avoidance each year.

1.2 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 contained in Section 1.3 herein. The operational cost savings described below and identified in Section 1 are deemed satisfied upon contract execution. The Customer acknowledges and agrees that, if it did not enter into this agreement, it

would have to take future steps to achieve the same ends as does the work included in Attachment 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 agreement, it will avoid future operational costs in at least these amounts.

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

Customer agrees that the baseline for the unit cost of operations will be adjusted each year of the guarantee term. This annually adjusted value of operational unit cost is stipulated as the new baseline in each succeeding year. Customer agrees that baseline adjustment is stipulated to be an escalation of 3% 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 the Evaluation Committee for this project, including Margie Simmons (Finance Director), Rick Carnley (Asst Director, General Services), Chuck Warrington (Managing Director, Clearwater Gas), Brian Langille (Gas Supply Engineer), Mike Quillen (Engineering Director), and George McKibben (Purchasing Manager).

OSD#	Operational Savings Description (OSD)	Att. A Ref.	Cost Avoidance Category (O&M, Capital,)	1 st Year Cost Avoidance
1	Extended Periodic Painting and Corrosion Control	A1	O&M	\$50,000
2	Reduced Maintenance with Honeywell Service of Roof Top Units	A2	O&M	\$ 30,387
Total				\$80,387

[a] O&M: operations and maintenance.

1.3 **Energy and Operational Cost Avoidance Guarantee Practices:**

1.3.1 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 Agreement. The following data was collected with the assistance of Rick Carnley, Assistant Director, General Services.

The Baseline Period is defined as January 2006 to December 2006.

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 the Exhibits to Attachment G.

Baseline operating parameters are stipulated in <Baseline Operating Parameters> attached hereto and incorporated herein as Exhibit G-1. See Energy Savings Calculations, attached hereto and incorporated herein as Exhibit G-6 through G-9 for further information regarding stipulated baseline parameters.

1.3.1.1 Pre-Retrofit Baseline Adjustments: The following describes the adjustments that have been made during the determination of the Baseline, prior to the determination of the projected cost avoidance and the guaranteed cost avoidance. The adjustments are due to those projects included in Attachment A, or other known events, which increase energy use prior to the application of the ECMs.

A. Operation of Natatorium Push Pull Ventilation System:

The natatorium was initially designed with a push pull ventilation system to limit the concentration of pool chemicals in the space air and provide for some space conditioning. The system is not in operation at this time. This is causing excessive condensation on the building structure during cold weather. Additionally,

the only source of heat is through the pool heaters. This causes excessive evaporation of pool water. The existing system provided for the introduction and exhaust of 60,000 cfm of outdoor air during occupied periods. The air was to be maintained at a temperature of 80 deg F to limit the heat losses from the pool water. Honeywell has calculated the expected operating cost of the existing ventilation system. Honeywell utilized an energy simulation program to generate the expected operational. The inputs for and the results of the simulation are presented in exhibit G-6.

Additionally, the existing pool heating system is the only source of heat for the space. This is causing excessive evaporation of the pool water requiring additional heat to be added to the pool water. Honeywell has simulated the expected pool heating load had the existing ventilation system been operating and maintaining the space temperature at baseline levels. The calculated pool energy use is lower than the existing pool energy use.

The pool de humidification ECM will use the calculated energy use of the ventilation system and the pool heating system as the baseline for calculating energy savings.

The parameters, methodologies, and/or calculations used in determining the Pre-Retrofit Baseline Adjustments are incorporated herein as Exhibit G-4.

Routine and non-routine future post-retrofit baseline adjustments are discussed in section 1.4.4.

- 1.3.2 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 Agreement. 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 exhibit G-2.

Guarantee Period operating parameters are stipulated in Guarantee Period Operating Parameters attached hereto and incorporated herein as Exhibit G-2.

1.3.2.1 Post-Retrofit Baseline Adjustments: The following describes known future events, events not captured in section 1.3.1.1., which generally increase energy use compared to the Baseline Period. This energy use is added to the baseline to determine an adjusted baseline against which the energy and energy cost avoidance will be determined. Energy increases are variable and dependant on the actual use of equipment.

A. De-humidification of Natatorium:

The natatorium does not have the ability to control humidity levels within the space. Honeywell has calculated the expected electrical cost associated with controlling the humidity level within the space utilizing a standard direct expansion refrigeration system. The system load is a function several different factors. These factors are listed below:

$Q_{\text{pool evaporative load}}$ = Space load as a result of water evaporating from the pool surface. This load is a function of the activity level in the pool, the temperature differential between the pool water and space and the space humidity level. The pool evaporative load has to be made up by the pool water heaters. The peak load was calculated to be 602,000 btu per hour. The annual hourly load profile (the % of peak value per hour) was calibrated to the existing pool water heat addition presented in exhibit G-1.

$Q_{\text{envelope load}}$ = Space load as a result of outside air temperature, solar radiation, envelope resistance to conductive heat transfer, glass properties, and building orientation.

$Q_{\text{occupancy}}$ = Space load due to the number of people occupying the space and activity level of the people.

Q_{lighting} = Space load due to electrical lighting in the space.

$Q_{\text{equipment}}$ = Space load due to electrical equipment operating in the space.

The energy use associated with the dehumidification process is a function of both the load being served by the equipment and the efficiency of the equipment. The efficiency of the equipment is also a function of the outside air temperature.

These variables were input into an energy simulation software package in order to generate the expected energy use of the equipment utilized to dehumidify the space. The inputs are presented in exhibit G-4. The results of the simulation are used as a post retrofit baseline adjustment for the natatorium dehumidification project. The energy use and resulting cost are the projected use of the dehumidification equipment to be installed as part of the energy conservation measure. These values are presented in exhibit G-4.

The known post retrofit adjustments to the baseline conditions used in the determination of energy and energy cost avoidance are included in Exhibit G and attached hereto and incorporated herein as Exhibit G-4.

1.3.3 Operational Cost Avoidance: The following parameters, methodologies, and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit and Support Services implementation and are agreed to be reasonable and may be used in the calculation of the cost avoidance.

Operational cost avoidance methodology and/or calculation details are attached hereto and are incorporated herein as the exhibits outlined in the following table

OSD #	Operational Savings Description	Cost Avoidance Methodology	Exhibit
1	Natatorium Painting and Corrosion Repair	Calculation of estimated Labor & Material Savings due to reduced humidity levels and reduced chemical content of air in space.	G-10
2	Reduced Rooftop Unit Maintenance	Existing units are past their expected useful lives, have experienced numerous costly repairs over the last few years, and will require extensive maintenance or replacement.	G-10
The operational savings measures and which budget line items or invoice categories that are affected, are cross-referenced in each Operational Savings Cost Avoidance Detail in the Exhibits.			

[a] O&M: operations and maintenance.

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

Att A No.	Description of Attachment A Tasks not included in Sections 1.1 or 1.2 above
3	Reduced maintenance and labor costs for lighting upgrades

1.4 Guarantee Savings Measurement and Verification Plan

1.4.1 Measurement and Verification Methodology(s):

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
Pool Dehumidification	Option A/stipulated to engineering calculations	Option A/stipulated to engineering calculations	N/A
Roof Top Unit Replacement	OPTION A	N/A	
Lighting	OPTION A w/ Stipulated Burn Hours	N/A	N/A
Domestic Hot Water Heat Recovery	N/A	OPTION A	N/A

A description of M&V options applicable to this program are included in the Measurement and Verification Options Matrix, attached hereto and incorporated herein as Exhibit G-0.

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever produces the higher cost avoidance and/or as defined heretofore. 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. The Customer is responsible for procuring a ratchet reset from the local utility company, as applicable. In case any ratchets are not reset the following adjustment will be made - energy cost avoidance will be calculated as if the ratchet has been reset at the end of the installation of electrical demand reducing ECMs.

1.4.2.1 Natatorium Dehumidification

The existing natatorium is not dehumidified. The energy conservation measure will install a specialized pool dehumidification unit to maintain the natatorium space at 60% Relative humidity and 84°F. The heat of rejection from the unit associated with the refrigeration process will be recovered with the use of heat exchangers to offset the energy required to maintain the main pool at 82°F and the Therapy pool at 84°F and the space at 84°F. The electrical energy use of the dehumidification system will be used as a baseline adjustment for this project, resulting in no electrical savings for this project. The amount of heat recovered from the process will reduce the energy consumption of the existing ventilation system and the pool water heaters.

The same energy simulation utilized in the post retro fit baseline adjustment was utilized to determine the energy savings associated with the heat recovery. For each hour of the simulation the potential energy recovery available from the dehumidification cycle was checked against the pool heating energy requirements (in the form of the pool evaporative load) and the space energy requirement. If the dehumidification cycle was calculated to not be operating or if it was operating but enough heat was not available to offset the heating required by the space and the pool, the auxiliary heating requirement was calculated. The auxiliary heating requirement was used as the expected energy use of the facility post retro-fit. The existing heating requirement for the pool during the baseline period is added to the baseline adjustment to determine the baseline used for the energy savings calculation. The difference between the baseline energy use and the calculated post retrofit auxiliary energy is use is the calculated savings for natural gas for this ECM.

The pre retrofit energy use for this ECM will be stipulated to the results of the Pre retrofit baseline adjustment energy simulation and the existing baseline period pool energy use. Post retrofit, Honeywell will measure the energy efficiency of the dehumidification process to determine that the energy efficiency utilized in the simulation corresponds to efficiency of the installed unit.

1.4.2.2 Roof Top Unit Replacement

Honeywell will replace 8 roof top units that serve areas of the long center other than the natatorium. These units are past their expected useful life. The energy efficiency of the new units will be much greater than the existing units. The calculations assume that the space loads served by these units during the baseline period will be similar to future space loads at the facility resulting in similar load factors. The load factor utilized in the energy savings calculations is 10% lower than the buildings energy load factor during the baseline period. The 10% lower load factor is used as a safety factor in the determination of cost avoidance. The current unit energy efficiencies will be stipulated for the purpose of determining cost avoidance. The energy efficiencies of the post retrofit units will also be stipulated.

1.4.2.3 Lighting

Honeywell will replace the existing lighting in the natatorium and the gymnasium with higher efficiency fixtures. The existing light fixtures will have a representative sample measured for power consumption levels. The results of the measurement will be compared against the power consumption utilized in the energy savings calculations for accuracy. The post retrofit fixtures power consumption will also be have a representative sample measured. The difference in the post retrofit fixture power consumption and pre retrofit power consumption levels will be multiplied by the annual run time hours for each fixture. The annual run time hours will be stipulated for the duration of the contract.

1.4.2.4 Domestic Hot Water Heat Recovery

Honeywell will install heat recovery equipment on two of the new roof top units to recover the rejected heat from the refrigeration process to heat domestic hot water at the facility. Honeywell has calculated the expected energy use of the domestic hot water used in the locker rooms at the facility. Honeywell has calculated that 10% of the time that roof top units are running, there will be an opportunity to recover the heat for domestic hot water use. The amount of energy available for heat recovery is a function of the calculated energy use of the roof top unit. The amount of energy utilized by an 18 ton unit for this facility was calculated for the roof top replacement ECM. The calculated value of heat recovery will be stipulated for the term of the contract.

1.4.3 Specific ECM M&V Plan(s): Specific M&V plans are displayed in Exhibit G-0.

1.4.4 Constants: The constants and/or stipulated values defined in the Exhibits to Attachment G, or as defined herein ,are mutually agreed to by the Customer to be reasonable and may be used in the determination of the cost avoidance.

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

1.4.5.1 Exhibits

Exhibit G-0	Measurement & Verification Plan Details
Exhibit G-1	Baseline Operating Parameters
Exhibit G-2	Guarantee Period Operating Parameters
Exhibit G-3	Contractual Baseline Conditions, Utility Use, Utility Unit Costs
Exhibit G-4	Pre-Retrofit Baseline Adjustments
Exhibit G-5	Known Future Post-Retrofit Baseline Adjustments
Exhibit G-6	ECM-1 – Pool Dehumidification Cost Avoidance Calculation
Exhibit G-7	ECM-2 – Roof Top Unit Replacement Cost Avoidance Calculation
Exhibit G-8	ECM-3 Lighting Upgrades Cost Avoidance Calculation
Exhibit G-9	ECM-4 Domestic Hot Water Heat Recovery Cost Avoidance Calculation

EXHIBIT G-0
Measurement & Verification Plan Details

EXHIBIT G-0 Measurement & Verification Plan Details

ECM 1: Install Pool Dehumidification

The purpose of this ECM is to improve the relative humidity of the pool area. The scope of this ECM includes:

- a) Replacement of the existing non-operative unit
- 1) **Description/Rationale for ECM and M&V Method:** A Retrofit Isolation Methodology (Option A) with performance and operational parameters stipulated and agreed upon as displayed in the engineering calculations was selected to determine the energy unit displacement and cost avoidance. The M&V methodology will provide assurance that the ECM has the potential to perform as installed. This method was selected as a cost effective approach providing an acceptable balance between the cost of doing M&V versus the quantity of projected Cost Avoidance.
- 2) **Boundary of Energy Use and Cost Avoidance Determination:** The energy cost avoidance determination for this ECM is isolated to the natural gas usage projected for reheat and dehumidification of the Natatorium space.
- 3) **Baseline: Baseline Condition and Planned & Unplanned Baseline Adjustment Conditions** The baseline and adjustments are defined in Section 1.3 above.
- 4) **Potential-to-Save Verification Plan** The verification of potential-to-save will be based on review of subcontractor documents and as-built observations to verify that the quantity, nameplate capacity, nameplate efficiency and operational scheduling of the ECM meet the intent of the Engineered Savings Calculations.
- 5) **Parameters to be Monitored & Sampling Plan:** Limited to Verification of Potential to Perform as indicated above. Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 6) **Determination of Energy & Cost Avoidance:** Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 7) **Determination of Non-Energy Operational Cost Impact:** Calculation of estimated Labor & Material Savings due to reduced humidity levels and reduced chemical content of air in space.
- 8) **Customer Responsibilities** The guarantee is contingent on the Customer successfully fulfilling the following tasks:
 - a) cause to effect preventative maintenance and annual inspections
 - b) maintain post retrofit operational use as projected and displayed in the engineering calculations
 - c) as delineated in the Energy Guarantee Special Provisions outlined in Attachment D and Attachments F and G.
 - d) provide Honeywell with notification of changes that would impact the baseline of this ECM.
- 9) **On-Going Activities:** In accordance with Attachment D.
- 10) **Reports & Documentation:** There will be a single (1) annual report of the determination of energy avoidance each year, subject to Attachment D and Attachment F.

ECM 2: Roof Top Unit Replacement

The purpose of this ECM is to improve mechanical, electrical efficiency in various mechanical systems. The scope of this ECM includes:

- a) The replacement of eight (8) roof top units

EXHIBIT G-0
Measurement & Verification Plan Details

- 1) **Description/Rationale for ECM and M&V Method:** A Retrofit Isolation Methodology (Option A) with performance and operational parameters stipulated and agreed upon as displayed in the engineering calculations was selected to determine the energy unit displacement and cost avoidance. The M&V methodology will provide assurance that the ECM has the potential to perform as installed. This method was selected as a cost effective approach providing an acceptable balance between the cost of doing M&V versus the quantity of projected Cost Avoidance.
- 2) **Boundary of Energy Use and Cost Avoidance Determination:** The energy cost avoidance determination for this ECM is isolated to electrical energy use associated with improved efficiency due to the replacement of the root top units.
- 3) **Baseline: Baseline Condition and Planned & Unplanned Baseline Adjustment Conditions** The baseline and adjustments are defined in Section 1.3 above.
- 4) **Potential-to-Save Verification Plan** The verification of potential-to-save will be based on review of subcontractor documents and as-built observations to verify that the quantity, nameplate capacity, nameplate efficiency and operational scheduling of the ECM meet the intent of the Engineered Savings Calculations.
- 5) **Parameters to be Monitored & Sampling Plan:** Limited to Verification of Potential to Perform as indicated above. Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 6) **Determination of Energy & Cost Avoidance** Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 7) **Determination of Non-Energy Operational Cost Impact:** Existing units are past their expected useful lives and have experienced numerous costly repairs over the last few years.
- 8) **Customer Responsibilities** The guarantee is contingent on the Customer successfully fulfilling the following tasks:
 - a) cause to effect preventative maintenance and annual inspections
 - b) maintain post retrofit operational use as projected and displayed in the engineering calculations
 - c) as delineated in the Energy Guarantee Special Provisions outlined in Attachment D and Attachments F and G.
 - d) provide Honeywell with notification of changes that would impact the baseline of this ECM.
- 9) **On-Going Activities:** in accordance with Attachment D.
- 10) **Reports & Documentation:** there will be a single (1) annual report of the determination of energy avoidance each year, subject to Attachment D and Attachment F.

ECM 3: LIGHTING RETROFIT

The purpose of this ECM is to increase the efficiency of the lighting systems by retrofitting or replacing selected existing lighting fixtures with new energy efficient lamps and ballasts which will provide significant reductions in both the electrical demand and consumption

- 1) **Description/Rationale for ECM and M&V Method:** A Retrofit Isolation Methodology (Option A) with performance and operational parameters stipulated and agreed upon as displayed in the engineering calculations was selected to determine the energy unit displacement and cost avoidance. The M&V methodology will provide assurance that the ECM has the potential to perform as installed. This method was selected as a cost effective approach providing an acceptable balance between the cost of doing M&V versus the quantity of projected Cost Avoidance..

EXHIBIT G-0
Measurement & Verification Plan Details

- 2) **Boundary of Energy Use and Cost Avoidance Determination** The energy cost avoidance determination for this ECM is isolated to the electrical lighting energy.
- 3) **Baseline: Baseline Condition sand Planned & Unplanned Baseline Adjustment Conditions** The baseline and adjustments are defined in Section 1.3 above.
- 4) **Potential-to-Save Verification Plan** The verification of potential-to-save will be based on review of subcontractor documents and as-built observations to verify that the quantity, nameplate capacity, nameplate efficiency and operational scheduling of the ECM meet the intent of the Engineered Savings Calculations.
- 5) **Parameters to be Monitored & Sampling Plan:** The sampling methodology will utilize measurements taken on switches or breakers and include five percent (5%) of fixtures per technology type (lamp and ballast combinations). Due to minimal quantities and accepted energy usage, the exit signs and incandescent lamps will not be measured. Operational parameters (hours) are stipulated in accordance with Exhibit G-5 in order to calculate the potential to save.
- 6) **Determination of Energy & Cost Avoidance** Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 7) **Determination of Non-Energy Operational Cost Impact:** Not Applicable.
- 8) **Customer Responsibilities** The guarantee is contingent on the Customer successfully fulfilling the following tasks:
 - a) maintain post retrofit operational use as projected and displayed in the engineering calculations.
 - b) as delineated in the Energy Guarantee Special Provisions outlined in Attachment D and Attachments F and G.
 - c) provide Honeywell with notification of changes that would impact the baseline of this ECM.
- 9) **On-Going Activities:** in accordance with Attachment D.
- 10) **Reports & Documentation:** there will be a single (1) annual report of the determination of energy avoidance each year, subject to Attachment D and Attachment F.

ECM 4: Domestic Hot Water Heat recovery

The purpose of this ECM is to reduce the natural gas usage associates with the production of domestic hot water by reclaiming the waste heat from the pool dehumidifier. By the process of cooling the pool space temperature, the waste heat can be reclaimed and used to pre-heat the domestic hot water. The scope of this ECM includes:

- 1) **Description/Rationale for ECM and M&V Method:** A Retrofit Isolation Methodology (Option A) with performance and operational parameters stipulated and agreed upon as displayed in the engineering calculations was selected to determine the energy unit displacement and cost avoidance. The M&V methodology will provide assurance that the ECM has the potential to perform as installed. This method was selected as a cost effective approach providing an acceptable balance between the cost of doing M&V versus the quantity of projected Cost Avoidance.
- 2) **Boundary of Energy Use and Cost Avoidance Determination:** The energy cost avoidance determination for this ECM is isolated to thermal energy use associated with pre-heating the domestic hot water.

Baseline: Baseline Condition sand Planned & Unplanned Baseline Adjustment Conditions The baseline and adjustments are defined in Section 1.3 above.

EXHIBIT G-0
Measurement & Verification Plan Details

- 3) **Potential-to-Save Verification Plan** The verification of potential-to-save will be based on review of subcontractor documents and as-built observations to verify that the quantity, nameplate capacity, nameplate efficiency and operational scheduling of the ECM meet the intent of the Engineered Savings Calculations.
- 4) **Parameters to be Monitored & Sampling Plan:** Limited to Verification of Potential to Perform as indicated above. Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 5) **Determination of Energy & Cost Avoidance** Customer agrees that the engineering calculations presented are stipulated and represent the guarantee period operational performance and energy savings accrued.
- 6) **Determination of Non-Energy Operational Cost Impact:** Not applicable.
- 7) **Customer Responsibilities** The guarantee is contingent on the Customer successfully fulfilling the following tasks:
 - a) cause to effect preventative maintenance and annual inspections
 - b) maintain post retrofit operational use as projected and displayed in the engineering calculations
 - c) as delineated in the Energy Guarantee Special Provisions outlined in Attachment D and Attachments F and G.
 - d) provide Honeywell with notification of changes that would impact the baseline of this ECM.
- 8) **On-Going Activities:** in accordance with Attachment D.
- 9) **Reports & Documentation:** there will be a single (1) annual report of the determination of energy avoidance each year, subject to Attachment D and Attachment F.

Exhibit G-1
Baseline Operating Parameters

Long Center Occupancy Schedules and Space Temperature Setpoints:

Building/Unit	Occupancy Schedule	Cooling Setpoint	Heating Setpoint	Notes:
Natatorium	Sun-Sat: 6 AM – 10 PM	Occupied: 84 Deg F	Occupied: 84 Deg F	Requires Baseline Adjustment
Gymnasium, Locker Rooms, Exercise Room, Hallways, Offices	Sun-Sat: 6 AM – 10 PM	Occupied: 75 Deg F Unoccupied: 80 Deg F	Occupied: 72 Deg F Unoccupied: 65 Deg F	

Ventilation:

The Outside Air rates for the listed Air Handling Units are as follows:

Air Handling Unit	Current Ventilation Rates (CFM)
MAU-1	15000
MAU-2	15000
MAU-3	15000
MAU-4	15000

Lighting:

See Exhibit G-8 'Lighting Fixture Location' for calculated run time hours for all lighting fixtures.

Exhibit G-2
Guarantee Period Operating Parameters

Long Center Occupancy Schedules and Space Temperature Setpoints:

Building/Unit	Occupancy Schedule	Cooling Setpoint	Heating Setpoint	Relative Humidity	Notes:
Natatorium	24/7	Occupied: 84 Deg F	Occupied: 84 Deg F	60%	Requires Baseline Adjustment
Gymnasium, Locker Rooms, Exercise Room, Hallways, Offices	Sun-Sat: 6 AM – 10 PM	Occupied: 75 Deg F Unoccupied: 80 Deg F	Occupied: 72 Deg F Unoccupied: 65 Deg F		

Ventilation:

The Outside Air rates for the listed Air Handling Units are as follows:

Air Handling Unit	Ventilation Rates (CFM)
Pool-1	7700

Lighting:

See Exhibit G-8 'Lighting Fixture Location' for calculated run time hours for all lighting fixtures.

EXHIBIT G-3
Contractual Baseline Conditions, Utility Use, Utility Unit Costs

BASILINE	Natural Gas: 4106654 - REGULAR	Natural Gas: 4106654 - REGULAR	Natural Gas: 4106657 - POOL	Natural Gas: 4106657 - POOL
Gas	Therms	\$	Therms	\$
Jan-06	426	\$889	6,014	\$12,093
Feb-06	406	\$817	4,798	\$9,292
Mar-06	353	\$715	3,907	\$7,568
Apr-06	394	\$745	3,154	\$5,707
May-06	274	\$485	123	\$204
Jun-06	261	\$449	0	\$0
Jul-06	243	\$413	0	\$0
Aug-06	228	\$378	1	\$2
Sep-06	214	\$357	249	\$378
Oct-06	318	\$547	1,902	\$3,092
Nov-06	362	\$619	5,448	\$8,845
Dec-06	360	\$616	4,284	\$6,957
FY Totals	3,839	\$7,030	29,880	\$54,138
Baseline Adjustment	0	\$0	54,414	\$88,742
Total Adjusted	3,839	\$7,030	84,294	\$142,880

2007 Rates	
Electric - Progress Energy: GDST-1	
Customer Charge	\$17.42
Energy Charge/kWh (On-Peak)	\$0.04659
Energy Charge/kWh (Off-Peak)	\$0.01869
Fuel Charge/kWh (On-Peak)	\$0.07508
Fuel Charge/kWh (Off-Peak)	\$0.04050
Total Charge/kWh (On-Peak)	\$26.15905
Total Charge/kWh (Off-Peak)	\$12.72585
Demand Charge/kW (Base)	\$0.85
Demand Charge/kW (On-Peak)	\$2.57
Gross Receipts Tax	2.5641%
Natural Gas - Clearwater Gas: \$.410 Contract NFE svc - Medium	
Customer Charge	\$30.00
NonFuel Charge/Therm	\$0.4100
Fuel Charge/Therm	\$1.0900
Total Gas Charge/Therm	\$1.5000
State Gross Receipts Tax	2.117%
6% Franchise Fee	6.127%
Total Tax	8.245%
Total Charge	\$1.6237
Natural Gas - Clearwater Gas: \$.410 Contract NFE svc - No Customer Charge	
Customer Charge	\$0.00
NonFuel Charge/Therm	\$0.4100
Fuel Charge/Therm	\$1.0900
Total Gas Charge/Therm	\$1.5000
State Gross Receipts Tax	2.117%
6% Franchise Fee	6.127%
Total Tax	8.245%
Total Charge	\$1.6237

EXHIBIT G-3
Contractual Baseline Conditions, Utility Use, Utility Unit Costs

Progress Energy
Long Center Acct # 91948-11052

BASELINE	On Peak	kWh Charge On-Peak	Off Peak kWh	kWh Charge Off-Peak	Lighting	Lighting Charge	Base Demand	Peak Demand	Base Demand
ELECTRIC	kWh	\$	kWh	\$	kWh	\$	kW	kW	\$
Jan-06	51,060	\$5,987	124,430	\$7,843	2,018	\$142	423	409	\$360
Feb-06	42,320	\$4,962	107,640	\$6,785	2,018	\$142	393	382	\$334
Mar-06	53,590	\$6,284	133,630	\$8,423	2,018	\$142	428	428	\$364
Apr-06	63,710	\$7,471	139,150	\$8,771	2,018	\$142	432	432	\$367
May-06	61,640	\$7,228	129,720	\$8,176	1,849	\$130	421	421	\$358
Jun-06	70,380	\$8,253	154,790	\$9,756	1,849	\$130	474	474	\$403
Jul-06	71,990	\$8,442	142,600	\$8,988	1,849	\$130	472	472	\$401
Aug-06	65,320	\$7,659	138,690	\$8,742	1,849	\$130	439	435	\$373
Sep-06	73,140	\$8,576	144,670	\$9,119	1,849	\$130	499	499	\$424
Oct-06	62,560	\$7,336	125,580	\$7,915	1,849	\$130	469	469	\$399
Nov-06	51,290	\$6,014	140,530	\$8,858	1,849	\$130	426	412	\$362
Dec-06	54,740	\$6,660	159,160	\$9,421	1,849	\$125	423	423	\$360
FY Totals	721,740	\$84,873	1,640,590	\$102,795	22,864	\$1,601	442	438	\$4,504
Baseline Adjustment	286,639	\$35,770	610,180	\$37,043	0	\$0	166	182	\$1,860
Total Adjusted	1,008,379	\$120,642	2,250,770	\$139,838	22,864	\$1,601	608	620	\$6,364

BASELINE	Peak Demand	Customer Charge	Total Electric Cost	Fixture & Maintenance	Gross Receipts Tax	Municipal Franchise Fee	Total Consumption	Billed Amt.	Unit Cost	Load Factor
ELECTRIC	\$	\$	\$	\$	\$	\$	kWh	\$	\$	
Jan-06	\$1,051	\$19	\$15,401	\$94	\$395	\$965	177,508	\$16,855	\$0.095	58%
Feb-06	\$982	\$19	\$13,223	\$94	\$340	\$829	151,978	\$14,486	\$0.095	54%
Mar-06	\$1,100	\$19	\$16,331	\$94	\$419	\$1,023	189,238	\$17,866	\$0.094	61%
Apr-06	\$1,110	\$19	\$17,879	\$94	\$459	\$1,119	204,878	\$19,551	\$0.095	66%
May-06	\$1,082	\$19	\$16,992	\$89	\$436	\$1,063	193,209	\$18,581	\$0.096	64%
Jun-06	\$1,218	\$19	\$19,779	\$89	\$507	\$1,237	227,019	\$21,612	\$0.095	67%
Jul-06	\$1,213	\$19	\$19,192	\$89	\$492	\$1,200	216,439	\$20,974	\$0.097	64%
Aug-06	\$1,118	\$19	\$18,041	\$89	\$463	\$1,129	205,859	\$19,721	\$0.096	65%
Sep-06	\$1,282	\$19	\$19,550	\$89	\$501	\$1,223	219,659	\$21,363	\$0.097	61%
Oct-06	\$1,205	\$19	\$17,003	\$89	\$436	\$1,064	189,989	\$18,593	\$0.098	56%
Nov-06	\$1,059	\$19	\$16,441	\$89	\$422	\$1,019	193,669	\$17,972	\$0.093	63%
Dec-06	\$1,087	\$19	\$17,671	\$89	\$453	\$1,095	215,749	\$19,309	\$0.089	71%
FY Totals	\$13,508	\$222	\$207,503	\$1,091	\$5,323	\$12,966	2,385,194	\$226,884	\$0.0951	62%
Baseline Adjustment	\$5,107	\$0	\$79,780	\$0	\$2,046	\$0	896,819	\$154,638		
Total Adjusted	\$18,615	\$222	\$287,283	\$1,091	\$7,369	\$12,966	3,282,013	\$381,521	\$0.1162	58%

Exhibit G-4
Pre-Retrofit Baseline Adjustments

A Pre Retrofit Baseline adjustment is necessary to account for the expected energy use of the existing inoperable ventilation system. Additionally, if the ventilation system had been operable the amount energy used to heat the pool would have been less as the energy added to the pool was also being used to heat the space. The peak evaporative loss was calculated for the size of the pools, the desired pool temperatures, expected activity level at peak, and the desired space temperature. A time profile was generated to account for evaporative energy losses of the pool at off peak times. The total evaporative loss was summed for each time period. This is the calculated energy loss for the pool. Utilizing the pool heaters rated combustion efficiency; the expected pool energy input is then calculated. An Energy simulation was performed utilizing Carrier's Hourly Analysis Program Version 4.31 to determine the ventilation systems energy input requirements. The following inputs were utilized to determine the expected energy use of the ventilation system to maintain the space at 84°F. The units were set to be turned off during unoccupied periods.

Natatorium

1. General Details:

Floor Area **24000.0** ft²
Avg. Ceiling Height **22.0** ft
Building Weight **70.0** lb/ft²

1.1. OA Ventilation Requirements:

Space Usage **User-Defined**
OA Requirement 1 **0.0** CFM/person
OA Requirement 2 **60000.0** CFM
Space Usage Defaults **ASHRAE Std 62-2001**

2. Internals:

2.1. Overhead Lighting:

Fixture Type **Free Hanging**
Wattage **42000.0** Watts
Ballast Multiplier **1.08**
Schedule **Lights**

2.2. Task Lighting:

Wattage **0.0** Watts
Schedule **Lights**

2.4. People:

Occupancy **120.0** People
Activity Level **Athletics**
Sensible **710.0** BTU/hr/person
Latent **1090.0** BTU/hr/person
Schedule **Pool Occupancy**

2.3. Electrical Equipment:

Wattage **0.00** W/ft²
Schedule **None**

2.5. Miscellaneous Loads:

Sensible **0** BTU/hr
Schedule **None**
Latent **602350** BTU/hr
Schedule **Evaporative Load**

3. Walls, Windows, Doors:

Exp.	Wall Gross Area (ft ²)	Window 1 Qty.	Window 2 Qty.	Door 1 Qty.
N	4708.0	150	0	0
E	2464.0	85	0	0
W	2464.0	85	0	0
S	1800.0	8	0	0

Exhibit G-4
Pre-Retrofit Baseline Adjustments

3.1. Construction Types for Exposure N

Wall Type **Default Wall Assembly**
1st Window Type **Window Assembly**

3.2. Construction Types for Exposure E

Wall Type **Default Wall Assembly**
1st Window Type **Window Assembly**

3.3. Construction Types for Exposure W

Wall Type **Default Wall Assembly**
1st Window Type **Window Assembly**

3.4. Construction Types for Exposure S

Wall Type **Default Wall Assembly**
1st Window Type **Window Assembly**

4. Roofs, Skylights:

Exp.	Roof Gross Area (ft ²)	Roof Slope (deg.)	Skylight Qty.
H	24000.0	0	0

4.1. Construction Types for Exposure H

Roof Type **Roof Assembly**

5. Infiltration:

Design Cooling **0.00** CFM
Design Heating **0.00** CFM
Energy Analysis **0.00** CFM
Infiltration occurs only when the fan is off.

6. Floors:

Type **Slab Floor On Grade**
Floor Area **24000.0** ft²
Total Floor U-Value **0.100** BTU/(hr-ft²-°F)
Exposed Perimeter **500.0** ft
Edge Insulation R-Value **2.00** (hr-ft²-°F)/BTU

7. Partitions:

(No partition data).

Roof Assembly

Roof Details

Outside Surface Color **Dark**
Absorptivity **0.900**
Overall U-Value **0.121** BTU/(hr-ft²-°F)

Roof Layers Details (Inside to Outside)

Layers	Thickness in	Density lb/ft ³	Specific Ht. BTU / (lb - °F)	R-Value (hr-ft ² -°F)/BTU	Weight lb/ft ²
Inside surface resistance	0.000	0.0	0.00	0.68500	0.0
Steel deck	0.034	489.0	0.12	0.00011	1.4
Board insulation	1.000	2.0	0.22	6.94400	0.2
Built-up roofing	0.376	70.0	0.35	0.33200	2.2
Outside surface resistance	0.000	0.0	0.00	0.33300	0.0
Totals	1.409	-		8.29411	3.7

Exhibit G-4
Pre-Retrofit Baseline Adjustments

Default Wall Assembly

Wall Details

Outside Surface Color **Dark**
Absorptivity **0.900**
Overall U-Value **0.225** BTU/(hr-ft²-°F)

Wall Layers Details (Inside to Outside)

Layers	Thickness in	Density lb/ft ³	Specific Ht. BTU / (lb - °F)	R-Value (hr-ft ² -°F)/BTU	Weight lb/ft ²
Inside surface resistance	0.000	0.0	0.00	0.68500	0.0
Gypsum board	0.625	50.0	0.26	0.56000	2.6
Air space	0.000	0.0	0.00	0.91000	0.0
LW concrete block	4.000	38.0	0.20	1.51500	12.7
Face brick	4.000	125.0	0.22	0.43300	41.7
Outside surface resistance	0.000	0.0	0.00	0.33300	0.0
Totals	8.624	-		4.43600	56.9

Window Assembly

Window Details:

Detailed Input **Yes**
Height **5.00** ft
Width **5.00** ft
Frame Type **Aluminum with thermal breaks**
Internal Shade Type **None**
Overall U-Value **0.581** BTU/(hr-ft²-°F)
Overall Shade Coefficient **0.506**

Glass Details:

Gap Type **1/2" Air Space**

Glazing	Glass Type	Transmissivity	Reflectivity	Absorptivity
Outer Glazing	1/4" blue-grn reflective	0.282	0.295	0.423
Glazing #2	1/4" blue-green tint	0.488	0.062	0.450
Glazing #3	not used	1.000	0.000	0.000

Pool Occupancy (Fractional)

Hourly Profiles:

1: School Weekday

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	0	0	0	0	0	0	20	20	20	30	30	30	50	50	50	71	71	50	40	21	11	0	0	0

2: School Weekend

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	0	0	0	0	0	0	0	11	21	21	30	30	50	50	65	65	65	40	30	10	10	11	0	0

3: Summer Weekday

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	0	0	0	0	0	0	10	15	21	30	50	60	76	76	76	70	52	40	24	17	14	0	0	0

4: Summer Weekend

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	0	0	0	0	0	0	0	16	22	26	60	80	95	100	90	100	90	62	39	33	23	10	0	0

Exhibit G-4
Pre-Retrofit Baseline Adjustments

Assignments:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Design	1	1	1	1	1	4	4	4	1	1	1	1
Monday	1	1	1	1	1	3	3	3	1	1	1	1
Tuesday	1	1	1	1	1	3	3	3	1	1	1	1
Wednesday	1	1	1	1	1	3	3	3	1	1	1	1
Thursday	1	1	1	1	1	3	3	3	1	1	1	1
Friday	1	1	1	1	1	3	3	3	1	1	1	1
Saturday	2	2	2	2	2	4	4	4	2	2	2	2
Sunday	2	2	2	2	2	4	4	4	2	2	2	2
Holiday	2	2	2	2	2	4	4	4	2	2	2	2

Evaporative Load (Fractional)

Hourly Profiles:

1:Non Summer

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	5	5	5	5	5	5	11	23	33	42	50	58	62	59	50	46	39	37	33	30	23	6	6	6

2:Summer

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	6	6	6	6	6	6	27	40	64	71	75	79	86	100	96	92	84	77	71	55	31	15	6	5

3:Holiday

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	5	5	5	4	5	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5

Assignments:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Design	2	2	2	2	2	2	2	2	2	2	2	2
Monday	1	1	1	1	1	2	2	2	1	1	1	1
Tuesday	1	1	1	1	1	2	2	2	1	1	1	1
Wednesday	1	1	1	1	1	2	2	2	1	1	1	1
Thursday	1	1	1	1	1	2	2	2	1	1	1	1
Friday	1	1	1	1	1	2	2	2	1	1	1	1
Saturday	2	2	2	2	2	2	2	2	2	2	2	2
Sunday	2	2	2	2	2	2	2	2	2	2	2	2
Holiday	3	3	3	3	3	3	3	3	3	3	3	3

1. General Details:

Air System Name **Ventilation**
 Equipment Type **Packaged Rooftop Units**
 Air System Type **Tempering Ventilation**
 Number of zones **1**

2. System Components:

Ventilation Air Data:

Airflow Control **Constant Ventilation Airflow**
 Ventilation Sizing Method **ASHRAE Std 62-2001**
 Unocc. Damper Position **Closed**
 Damper Leak Rate **0** %
 Outdoor Air CO2 Level **400** ppm

Heating Coil Data:

Setpoint **84.0** °F
 Heating Source **Combustion - Natural Gas**
 Schedule **JFMAMJJASOND**

Exhibit G-4
Pre-Retrofit Baseline Adjustments

Ventilation Fan Data:

Fan Type **Forward Curved**
 Configuration **Draw-thru**
 Fan Performance **1.00** in wg
 Overall Efficiency **54** %
 Schedule **Ventilation Fan**
 Average Zone Temperature **80.0** °F

Return Fan Data:

Fan Type **Forward Curved**
 Fan Performance **1.00** in wg
 Overall Efficiency **54** %

3. Zone Components:

Space Assignments:

Zone 1: Zone 1	
Natatorium	x1

4. Sizing Data (Computer-Generated):

System Sizing Data:

Ventilation Fan Airflow **60000.0** CFM

Hydronic Sizing Specifications:

Chilled Water Delta-T **10.0** °F
 Hot Water Delta-T **20.0** °F

Safety Factors:

Cooling Sensible **0** %
 Cooling Latent **0** %
 Heating **0** %

Zone Sizing Data:

Zone Data is not available.

5. Equipment Data

No Equipment Data required for this system.

Ventilation Fan (Fan / Thermostat)

Hourly Profiles:

1: Profile One

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	U	U	U	U	U	U	U	O	O	O	O	O	O	O	O	O	O	O	O	O	O	U	U	U

O = Occupied; U = Unoccupied

Assignments:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Design	1	1	1	1	1	1	1	1	1	1	1	1
Monday	1	1	1	1	1	1	1	1	1	1	1	1
Tuesday	1	1	1	1	1	1	1	1	1	1	1	1
Wednesday	1	1	1	1	1	1	1	1	1	1	1	1
Thursday	1	1	1	1	1	1	1	1	1	1	1	1
Friday	1	1	1	1	1	1	1	1	1	1	1	1
Saturday	1	1	1	1	1	1	1	1	1	1	1	1
Sunday	1	1	1	1	1	1	1	1	1	1	1	1
Holiday	1	1	1	1	1	1	1	1	1	1	1	1

Exhibit G-4
Pre-Retrofit Baseline Adjustments

The energy simulation resulted in the following baseline adjustments for the facility. The June, July and August calculated natural gas use for the system was eliminated to match existing pool heater input, showing minimum to no heating input during this period.

Table 1: Expected Ventilation System Energy Use

Natural Gas						
	Therms	Fuel	Non Fuel	Cust Charge	Tax	Total
Jan	9,871	\$10,759.77	\$4,047.33	\$30.00	\$1,223.25	\$16,060.35
Feb	7,364	\$8,026.39	\$3,019.16	\$30.00	\$913.13	\$11,988.68
Mar	7,687	\$8,379.03	\$3,151.80	\$30.00	\$953.14	\$12,513.97
Apr	4,305	\$4,692.04	\$1,764.93	\$30.00	\$534.82	\$7,021.79
May	3,256	\$3,549.17	\$1,335.03	\$30.00	\$405.15	\$5,319.36
Jun	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Jul	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Aug	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Sep	2,771	\$3,020.64	\$1,136.23	\$30.00	\$345.19	\$4,532.06
Oct	3,660	\$3,989.02	\$1,500.49	\$30.00	\$455.06	\$5,974.57
Nov	6,172	\$6,727.83	\$2,530.70	\$30.00	\$765.80	\$10,054.33
Dec	9,328	\$10,168.13	\$3,824.78	\$30.00	\$1,156.13	\$15,179.04
Totals	54,414	\$59,312.03	\$22,310.44	\$360.00	\$6,759.10	\$88,741.57

The pool evaporative load profile generated the following expected pool heating requirements when maintaining the space temperature at 84°F.

Table 2: Calculated Pool Energy Use

	Therms	Fuel	Non Fuel	Cust Charge	Tax	Total
Jan	1,824	\$1,987.93	\$747.77	\$30.00	\$228.02	\$2,993.71
Feb	1,681	\$1,831.83	\$689.05	\$30.00	\$210.31	\$2,761.18
Mar	1,865	\$2,033.23	\$764.81	\$30.00	\$233.16	\$3,061.20
Apr	1,782	\$1,942.13	\$730.54	\$30.00	\$222.82	\$2,925.49
May	1,857	\$2,023.87	\$761.29	\$30.00	\$232.10	\$3,047.26
Jun	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Jul	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Aug	0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Sep	1,740	\$1,896.83	\$713.50	\$30.00	\$217.68	\$2,858.01
Oct	1,865	\$2,033.23	\$764.81	\$30.00	\$233.16	\$3,061.20
Nov	1,699	\$1,851.52	\$696.46	\$30.00	\$212.54	\$2,790.53
Dec	1,716	\$1,870.73	\$703.68	\$30.00	\$214.72	\$2,819.13
Totals	16,029	\$17,471.30	\$6,571.89	\$360.00	\$2,011.94	\$26,415.13

The total baseline adjustment against which savings will be calculated is the difference between the current pool energy use (Exhibit G-3) and the calculated pool energy use (Table 2) added to the calculated ventilation system energy use (Table 1). The Baseline adjustment is summarized in the table below:

Exhibit G-4
Pre-Retrofit Baseline Adjustments

Table 2: Calculated Pre Retrofit Baseline Adjustment

Baseline Adjustment		
	Therms	\$
Jan	5,681	\$6,961
Feb	4,246	\$5,458
Mar	5,645	\$8,007
Apr	2,932	\$4,240
May	4,990	\$8,163
Jun	0	\$65
Jul	0	\$65
Aug	0	\$63
Sep	4,262	\$7,012
Oct	3,623	\$5,944
Nov	2,423	\$4,000
Dec	6,761	\$11,041
Total	40,563	\$61,019

Exhibit G-5
Post-Retrofit Baseline Adjustments

A Pre Retrofit Baseline adjustment is required to account for the expected energy use of the pool dehumidification system to be installed. An Energy simulation was performed utilizing Carrier's Hourly Analysis Program Version 4.31. The following inputs were utilized to determine the expected energy use:

Natatorium

1. General Details:

Floor Area **24000.0** ft²
Avg. Ceiling Height **22.0** ft
Building Weight **70.0** lb/ft²

1.1. OA Ventilation Requirements:

Space Usage **User-Defined**
OA Requirement 1 **0.0** CFM/person
OA Requirement 2 **0.32** CFM/ft²
Space Usage Defaults **ASHRAE Std 62-2001**

2. Internals:

2.1. Overhead Lighting:

Same as Exhibit G-4

2.2. Task Lighting:

Same as Exhibit G-4

2.3. Electrical Equipment:

Same as Exhibit G-4

2.4. People:

Same as Exhibit G-4

2.5. Miscellaneous Loads:

Same as Exhibit G-4

3. Walls, Windows, Doors:

Same as Exhibit G-4

3.1. Construction Types for Exposure N

Same as Exhibit G-4

3.2. Construction Types for Exposure E

Same as Exhibit G-4

3.3. Construction Types for Exposure W

Same as Exhibit G-4

3.4. Construction Types for Exposure S

Same as Exhibit G-4

4. Roofs, Skylights:

Same as Exhibit G-4

4.1. Construction Types for Exposure H

Same as Exhibit G-4

5. Infiltration:

Same as Exhibit G-4

6. Floors:

Same as Exhibit G-4

7. Partitions:

Same as Exhibit G-4

Roof Assembly

Same as in Exhibit G-4

Exhibit G-5
Post-Retrofit Baseline Adjustments

Default Wall Assembly

Same as in Exhibit G-4

Window Assembly

Same as in Exhibit G-4

Pool Occupancy (Fractional)

Same as in Exhibit G-4

Evaporative Load (Fractional)

Same as in Exhibit G-4

Pool Dehumidification Unit

1. General Details:

Air System Name Ventilation
Equipment Type Packaged Vertical Units
Air System Type Single Zone CAV
Number of zones 1

2. System Components:

Ventilation Air Data:

Airflow Control Constant Ventilation Airflow
Ventilation Sizing Method Sum of Space OA Airflows
Unocc. Damper Position Closed
Damper Leak Rate 0 %
Outdoor Air CO2 Level 400 ppm

Dehumidification Data:

Maximum RH Setpoint 50 %

Central Cooling Data:

Supply Airflow Rate 24000.0 CFM
Coil Bypass Factor 0.100
Cooling Source Water-Cooled DX
Schedule JFMAMJJASOND
Capacity Control Cycled or Staged Compressor - Fan On

Central Heating Data:

Supply Temperature 95.0 °F
Heating Source Combustion - Natural Gas
Schedule JFMAMJJASOND
Capacity Control Cycled or Staged Compressor - Fan On

Supply Fan Data:

Fan Type Forward Curved
Configuration Draw-thru
Fan Performance 1.50 in wg
Overall Efficiency 54 %

Duct System Data:

Supply Duct Data:

Duct Heat Gain 0 %
Duct Leakage 0 %

Return Duct or Plenum Data:

Return Air Via Ducted Return

Return Fan Data:

Fan Type Forward Curved
Fan Performance 1.00 in wg
Overall Efficiency 54 %

3. Zone Components:

Space Assignments:

Zone 1: Zone 1	
Natatorium	x1

Exhibit G-5
Post-Retrofit Baseline Adjustments

Thermostats and Zone Data:

Zone **All**
Cooling T-stat: Occ. **84.0** °F
Cooling T-stat: Unocc. **84.0** °F
Heating T-stat: Occ. **84.0** °F
Heating T-stat: Unocc. **84.0** °F
T-stat Throttling Range **2.00** °F
Diversity Factor **100** %
Direct Exhaust Airflow **0.0** CFM
Direct Exhaust Fan kW **0.0** kW

Thermostat Schedule **Thermostat Schedule**
Unoccupied Cooling is **Available**

Supply Terminals Data:

Zone **All**
Terminal Type **Diffuser**
Minimum Airflow **0.00** CFM/person

Zone Heating Units:

Zone **All**
Zone Heating Unit Type **None**

Zone Unit Heat Source **Electric Resistance**
Zone Heating Unit Schedule **JFMAMJJASOND**

4. Sizing Data (Computer-Generated):

System Sizing Data:

Cooling Supply Temperature **61.9** °F
Supply Fan Airflow **24000.0** CFM
Ventilation Airflow **7680.0** CFM
Heating Supply Temperature **95.0** °F

Safety Factors:

Cooling Sensible **0** %
Cooling Latent **0** %
Heating **0** %

Zone Sizing Data:

Zone Airflow Sizing Method **Sum of space airflow rates**
Space Airflow Sizing Method **Individual peak space loads**

Zone	Supply Airflow (CFM)	Zone Htg Unit (MBH)	Reheat Coil (MBH)	- (CFM)
1	24000.0	-	-	

5. Equipment Data

Central Cooling Unit - Water-Cooled DX

Estimated Maximum Load **1902.0** MBH
Design EWT **85.0** °F
Gross Cooling Capacity **1600.0** MBH
Compressor Power **125.00** kW

Central Heating Unit - Combustion

Estimated Maximum Load **712.5** MBH
Heating Capacity **700.0** MBH
Average Efficiency **85.0** %
Misc. Electric **0.000** kW

Exhibit G-5
Post-Retrofit Baseline Adjustments

Thermostat Schedule (Fan / Thermostat)

Hourly Profiles:

1: Profile One

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O

2: Profile Two

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O

3: Profile Three

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Value	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O

4: Profile Four

O = Occupied; U = Unoccupied

Assignments:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Design	1	1	1	1	1	1	1	1	1	1	1	1
Monday	2	2	2	2	2	2	2	2	2	2	2	2
Tuesday	2	2	2	2	2	2	2	2	2	2	2	2
Wednesday	2	2	2	2	2	2	2	2	2	2	2	2
Thursday	2	2	2	2	2	2	2	2	2	2	2	2
Friday	2	2	2	2	2	2	2	2	2	2	2	2
Saturday	3	3	3	3	3	3	3	3	3	3	3	3
Sunday	4	4	4	4	4	4	4	4	4	4	4	4
Holiday	4	4	4	4	4	4	4	4	4	4	4	4

The energy simulation generated an hourly profile of the heating load, refrigeration load, power consumption of the pool dehumidification unit, lighting power consumption, pump power consumption, supply fan power consumption, and return fan power consumption. A sample of the generated output is provided below.

Table 1 – Energy Simulation Output

			Dry-Bulb	Wet-Bulb	Central Cooling Coil	Central Cooling Eqpt	Central Unit Clg	Central Heating Coil	Central Heating Eqpt	Central Heating Coil	Supply
			Temp	Temp	Load	Load	Input	Load	Load	Input	Fan
Month	Day	Hour	(-F)	(-F)	(MBH)	(MBH)	(kW)	(MBH)	(MBH)	(MBH)	(kW)
Jan	1	0	68	65.8	445.9	445.9	35.3	503.5	503.5	592.3	7.8
Jan	1	1	69.1	67.2	482.6	482.6	38.8	509.6	509.6	599.5	7.8
Jan	1	2	68	66.1	451.4	451.4	35.9	530.8	530.8	624.4	7.8
Jan	1	3	68	64.9	418.7	418.7	32.8	532.5	532.5	626.4	7.8
Jan	1	4	64.9	62.5	0	0	0	185.9	185.9	218.7	7.8
Jan	1	5	64	61	0	0	0	203.6	203.6	239.5	7.8
Jan	1	6	63	60.6	0	0	0	0	0	0	7.8

Exhibit G-5
Post-Retrofit Baseline Adjustments

Table 1 (cont.) – Energy Simulation Output

			Dry-Bulb Temp	Wet-Bulb Temp	Return Fan	Pump	Electric Lighting	
Month	Day	Hour	(-F)	(-F)	(kW)	(kW)	(kW)	kW
-----	---	-----	-----	-----	-----	-----	-----	
--	-	--	--	--	-----	-----	-----	
Jan	1	0	68	65.8	5.2	1.9	0	50.2
Jan	1	1	69.1	67.2	5.2	1.9	0	53.7
Jan	1	2	68	66.1	5.2	1.9	0	50.8
Jan	1	3	68	64.9	5.2	1.9	0	47.7
Jan	1	4	64.9	62.5	5.2	0	0	13
Jan	1	5	64	61	5.2	0	0	13
Jan	1	6	63	60.6	5.2	0	45.4	58.4

The last column in the table is the sum of the compressor, supply fan return fan and pump power consumption. This is the added electrical consumption that will result from the operation of the pool dehumidification unit. Utilizing this calculated sum for each hour in the year, the current electric rate structure is applied resulting in the table below:

Table 2 – Energy Simulation Cost

	On Peak	Off Peak	Peak	Off Peak	Total
	kWh	kWh	kW	kW	kWh
Jan	6,680	25,108	91	122	31,789
Feb	7,152	24,045	96	120	31,197
Mar	6,636	33,193	92	144	39,829
Apr	16,781	31,091	124	145	47,872
May	19,029	43,966	138	146	62,995
Jun	24,999	49,705	146	146	74,704
Jul	26,518	52,865	146	146	79,382
Aug	25,507	54,975	147	146	80,482
Sep	20,411	45,105	137	145	65,516
Oct	19,811	38,975	136	145	58,785
Nov	7,251	31,295	106	128	38,546
Dec	6,394	25,432	84	109	31,826
	187,168	455,755	120	137	642,922

Exhibit G-5
Post-Retrofit Baseline Adjustments

Table 2 (cont.) – Energy Simulation Cost

	On Peak kWh	Off Peak kWh	On peak Demand	Off Peak Demand	Tax	Customer Charge	Total Charge
	\$	\$	\$	\$	\$	\$	\$
Jan	\$833.65	\$1,524.27	\$234.38	\$103.79	\$69.13	\$17.42	\$2,782.64
Feb	\$892.50	\$1,459.69	\$245.95	\$102.09	\$69.24	\$17.42	\$2,786.88
Mar	\$828.12	\$2,015.06	\$237.21	\$122.49	\$82.12	\$17.42	\$3,302.42
Apr	\$2,094.07	\$1,887.47	\$317.91	\$123.17	\$113.40	\$17.42	\$4,553.43
May	\$2,374.64	\$2,669.07	\$355.17	\$124.02	\$141.61	\$17.42	\$5,681.93
Jun	\$3,119.58	\$3,017.48	\$375.48	\$124.10	\$170.17	\$17.42	\$6,824.23
Jul	\$3,309.11	\$3,209.28	\$375.22	\$124.36	\$179.95	\$17.42	\$7,215.34
Aug	\$3,182.97	\$3,337.43	\$376.51	\$124.27	\$180.03	\$17.42	\$7,218.63
Sep	\$2,547.06	\$2,738.23	\$353.12	\$123.59	\$147.74	\$17.42	\$5,927.16
Oct	\$2,472.16	\$2,366.07	\$348.24	\$123.42	\$136.15	\$17.42	\$5,463.46
Nov	\$904.88	\$1,899.82	\$272.68	\$108.89	\$81.70	\$17.42	\$3,285.38
Dec	\$797.86	\$1,543.92	\$215.37	\$92.99	\$67.95	\$17.42	\$2,735.51
	\$23,356.58	\$27,667.82	\$3,707.23	\$1,397.15	\$1,439.20	\$209.04	\$57,777.01

The values calculated above are used as a post retrofit baseline adjustment to the electrical consumption at the facility. This is the expected electrical operating cost of the dehumidification unit.

Exhibit G-6
Pool Dehumidification Cost Avoidance Calculations

The Savings calculation for this ECM utilizes the same energy simulation model utilized in Exhibit G-5 (Known Post retrofit baseline adjustments). In addition to the power consumption data generated, the pool heating load is input into an additional column. The heat recovery energy available is the sum of the central cooling load and the central unit power input (converted to heating units). A check is done to see if the heat available is enough to supply the space heating load calculated by the simulation and the pool heating load. If there is not enough heat to supply these loads the load will be served by auxiliary heaters. The pool unit will have a natural gas heating section to supply heat to the space and the existing pool heaters will be utilized as an auxiliary heating source for the pool.

The energy simulation generated an hourly profile of the heating load, refrigeration load, power consumption of the pool dehumidification unit, lighting power consumption, pump power consumption, supply fan power consumption, and return fan power consumption.

Table 1 – Dehumidification Unit Hourly Simulation Sample Result

Month	Day	Hour	Dry-Bulb Temp (-F)	Wet-Bulb Temp (-F)	Central Cooling Coil Load (MBH)	Central Cooling Eqpt Load (MBH)	Central Unit Clg Input (kW)	Central Heating Coil Load (MBH)	Central Heating Eqpt Load (MBH)	Central Heating Coil Input (MBH)	Supply Fan (kW)
-----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
Jan	1	0	68	65.8	445.9	445.9	35.3	503.5	503.5	592.3	7.8
Jan	1	1	69.1	67.2	482.6	482.6	38.8	509.6	509.6	599.5	7.8
Jan	1	2	68	66.1	451.4	451.4	35.9	530.8	530.8	624.4	7.8
Jan	1	3	68	64.9	418.7	418.7	32.8	532.5	532.5	626.4	7.8
Jan	1	4	64.9	62.5	0	0	0	185.9	185.9	218.7	7.8
Jan	1	5	64	61	0	0	0	203.6	203.6	239.5	7.8
Jan	1	6	63	60.6	0	0	0	0	0	0	7.8

Table 1(cont.) – Dehumidification Unit Hourly Simulation Sample Result

Month	Day	Hour	Dry-Bulb Temp (-F)	Wet-Bulb Temp (-F)	Return Fan (kW)	Pump (kW)	Electric Lighting (kW)	Pool Loss (MBH)	Pool Heat (therms)	Condenser Heat (MBH)	Aux Heat (Therms)
-----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
Jan	1	0	68	65.8	5.2	1.9	0	30.1	0.38	566	0.0
Jan	1	1	69.1	67.2	5.2	1.9	0	30.1	0.38	615	0.0
Jan	1	2	68	66.1	5.2	1.9	0	30.1	0.38	574	0.0
Jan	1	3	68	64.9	5.2	1.9	0	30.1	0.38	531	0.4
Jan	1	4	64.9	62.5	5.2	0	0	30.1	0.38	0	2.7
Jan	1	5	64	61	5.2	0	0	30.1	0.38	0	2.9
Jan	1	6	63	60.6	5.2	0	45.4	30.1	0.38	0	0.4
								30.1	0.38	0	2.2

The last column in the table is the amount of auxiliary heat that the system will require. The total natural savings is then the existing pool heating use during the baseline period plus the pre retrofit baseline adjustment for the inoperable ventilation system minus the calculated auxiliary heating required.

Table 2(cont.) – Simulation Auxiliary Gas Requirement Results

Calculated Auxiliary Natural Gas Requirement						
	Therms	Fuel	Non Fuel	Cust Charge	Tax	Total
Jan	2180.4	\$2,376.68	\$894.00	\$30.00	\$272.13	\$3,572.81

Exhibit G-6
Pool Dehumidification Cost Avoidance Calculations

Feb	1608.6	\$1,753.43	\$659.56	\$30.00	\$201.41	\$2,644.40
Mar	1268.6	\$1,382.80	\$520.15	\$30.00	\$159.36	\$2,092.32
Apr	295.5	\$322.09	\$121.16	\$30.00	\$39.02	\$512.26
May	25.0	\$27.27	\$10.26	\$30.00	\$5.57	\$73.10
Jun	0.0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Jul	0.0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Aug	0.0	\$0.00	\$0.00	\$30.00	\$2.47	\$32.47
Sep	3.3	\$3.55	\$1.34	\$30.00	\$2.88	\$37.76
Oct	126.9	\$138.27	\$52.01	\$30.00	\$18.16	\$238.45
Nov	1008.4	\$1,099.17	\$413.46	\$30.00	\$127.18	\$1,669.82
Dec	2154.8	\$2,348.73	\$883.48	\$30.00	\$268.96	\$3,531.17
	8671.5	\$9,452.01	\$3,555.41	\$360.00	\$1,102.09	\$14,469.50

Savings Calculation		
Baseline Adjustment	Exhibit G-4 Table 2	\$ 61,019
Current Pool Heating	Exhibit G-1	\$ 54,138
Total Adjusted Cost		\$ 115,157
Calculated Spend	Exhibit G-6 Table 2	\$ 14,470
Adjusted Savings		\$ 100,687
Guaranteed Savings	90%	\$ 90,618

EXHIBIT G-7
ROOF TOP UNIT COST AVOIDANCE CALCULATIONS



COOLING EQUIPMENT UPGRADE

Job Name: City Of Clearwater

Building: Long Center

OVERVIEW:

The existing 18 ton, packaged DX units located at the Long Center, which serve the Gymnasium and Weight Room of the building is aging and less efficient than newer equipment currently available. It will all be replaced with a new a/c system of the same type as the existing unit with a minimum of a 11 EER. This calculation assumes an average cooling load over the period that the equipment is in operation. It also assumes that the savings will be based upon the current building loads, including ventilation.

ASSUMPTIONS:

SYMBOL:

Present cooling energy usage.....	30,888 KWH/yr	A
Electrical demand period.....	10 months	B
Existing cooling equipment EER rating.....	7.7 MBTU/KWH	C
New cooling equipment EER rating.....	11.0 MBTU/KWH	D
Cooling equipment rated capacity.....	18 tons	E
Weekly cooling system operation.....	60 hrs/wk	F
Cooling season length.....	32 wk/yr	G
Avoided cost of electricity.....	\$0.080 /KWH	H
Avoided cost of demand.....	\$3.51 /KW	I
Cooling conversion factor.....	12 MBTU/ton-hr	
Number of units	5	

UTILITY SAVINGS CALCULATIONS:

Load Factor = **0.57**

Demand Savings = **24.13 KW**

Cooling Savings = **46,332 KWH/yr**

Cost Savings = **\$4,550 /yr**

Guaranteed Savings @90% = **\$4,095 /yr**

EXHIBIT G-8
ROOF TOP UNIT COST AVOIDANCE CALCULATION



COOLING EQUIPMENT UPGRADE

Job Name: City Of Clearwater

Building: Long Center

OVERVIEW:

The existing 15 ton, packaged DX unit located at the Long Center, which serves the Womens Locker Room is aging and less efficient than newer equipment currently available. It will all be replaced with a new a/c system of the same type as the existing unit with a minimum of a 11 EER. This calculation assumes an average cooling load over the period that the equipment is in operation. It also assumes that the savings will be based upon the current building loads, including ventilation.

ASSUMPTIONS:

SYMBOL:

Present cooling energy usage.....	<u>25,740</u> KWH/yr	A
Electrical demand period.....	<u>10</u> months	B
Existing cooling equipment EER rating.....	<u>7.7</u> MBTU/KWH	C
New cooling equipment EER rating.....	<u>11.0</u> MBTU/KWH	D
Cooling equipment rated capacity.....	<u>15</u> tons	E
Weekly cooling system operation.....	<u>60</u> hrs/wk	F
Cooling season length.....	<u>32</u> wk/yr	G
Avoided cost of electricity.....	<u>\$0.080</u> /KWH	H
Avoided cost of demand.....	<u>\$3.51</u> /KW	I
Cooling conversion factor.....	<u>12</u> MBTU/ton-hr	
Number of units	<u>1</u>	

UTILITY SAVINGS CALCULATIONS:

Load Factor = 0.57

Demand Savings = 4.02 KW

Cooling Savings = 7,722 KWH/yr

Cost Savings = \$758 /yr

Guaranteed Savings @90% = \$682 /yr

EXHIBIT G-7
ROOF TOP UNIT COST AVOIDANCE CALCULATIONS



COOLING EQUIPMENT UPGRADE

Job Name: City Of Clearwater

Building: Long Center

OVERVIEW:

The existing 5 ton, packaged DX unit located at the Long Center, which serves the office area is aging and less efficient than newer equipment currently available. It will all be replaced with a new a/c system of the same type as the existing unit with a minimum of a 11 EER. This calculation assumes an average cooling load over the period that the equipment is in operation. It also assumes that the savings will be based upon the current building loads, including ventilation.

ASSUMPTIONS:

SYMBOL:

Present cooling energy usage.....	<u>8,580</u> KWH/yr	A
Electrical demand period.....	<u>10</u> months	B
Existing cooling equipment EER rating.....	<u>7.7</u> MBTU/KWH	C
New cooling equipment EER rating.....	<u>11.0</u> MBTU/KWH	D
Cooling equipment rated capacity.....	<u>5</u> tons	E
Weekly cooling system operation.....	<u>60</u> hrs/wk	F
Cooling season length.....	<u>32</u> wk/yr	G
Avoided cost of electricity.....	<u>\$0.080</u> /KWH	H
Avoided cost of demand.....	<u>\$3.51</u> /KW	I
Cooling conversion factor.....	<u>12</u> MBTU/ton-hr	
Number of units	<u>1</u>	

UTILITY SAVINGS CALCULATIONS:

Load Factor = 0.57

Demand Savings = 1.34 KW

Cooling Savings = 2,574 KWH/yr

Cost Savings = \$253 /yr

Guaranteed Savings @90% = \$227 /yr

EXHIBIT G-7
ROOF TOP UNIT COST AVOIDANCE CALCULATION



COOLING EQUIPMENT UPGRADE

Job Name: City Of Clearwater

Building: Long Center

OVERVIEW:

The existing 4 ton, packaged DX unit located at the Long Center, which serves the hallway is aging and less efficient than newer equipment currently available. It will all be replaced with a new a/c system of the same type as the existing unit with a minimum of a 11 EER. This calculation assumes an average cooling load over the period that the equipment is in operation. It also assumes that the savings will be based upon the current building loads, including ventilation.

ASSUMPTIONS:

SYMBOL:

Present cooling energy usage.....	6,864 KWH/yr	A
Electrical demand period.....	10 months	B
Existing cooling equipment EER rating.....	7.7 MBTU/KWH	C
New cooling equipment EER rating.....	11.0 MBTU/KWH	D
Cooling equipment rated capacity.....	4 tons	E
Weekly cooling system operation.....	60 hrs/wk	F
Cooling season length.....	32 wk/yr	G
Avoided cost of electricity.....	\$0.080 /KWH	H
Avoided cost of demand.....	\$3.51 /KW	I
Cooling conversion factor.....	12 MBTU/ton-hr	
Number of units	1	

UTILITY SAVINGS CALCULATIONS:

Load Factor	=	0.57
Demand Savings	=	1.07 KW
Cooling Savings	=	2,059 KWH/yr

EXHIBIT G-7
ROOF TOP UNIT COST AVOIDANCE CALCULATION

$$= \frac{A}{\left(E \times \frac{12}{C} \times F \times G \right)} = J$$

$$\text{Demand Savings} = \left(\frac{\text{load}}{\text{factor}} \right) \times \text{tons} \times 12 \times \left[\frac{1}{\text{exist EER}} - \frac{1}{\text{new EER}} \right]$$

$$= J \times E \times 12 \times \left[\frac{1}{C} - \frac{1}{D} \right] = K$$

$$\text{Cooling Savings} = \left(\frac{\text{demand}}{\text{savings}} \right) \times \left(\frac{\text{oper.}}{\text{period}} \right)$$

$$= K \times F \times G = L$$

$$\text{Cost Savings} = \left(\frac{\text{energy}}{\text{savings}} \right) \times \left(\frac{\text{elect.}}{\text{cost}} \right) + \left(\frac{\text{demand}}{\text{savings}} \right) \times \left(\frac{\text{demand}}{\text{cost}} \right) \times \text{months}$$

$$= H \times L + K \times B \times I$$

EXHIBIT G-8
LIGHTING FIXTURE LOCATION GUIDE AND COST AVOIDANCE CALCULATION

Site Name	Building Name	Location	Existing Code	Proposed Code	Existing Qty	Proposed Qty	Existing kW	Proposed kW	Existing Description	Proposed Description	Volts	Total Hours	Total Pre kW	Total Post kW	Total Saved kW	Total kWh Existing	Total kWh Proposed	Total kWh Saved	Total kWh Dollars Saved	Total Dollars Saved							
Long Center	Long Center Pool	Long Center Pool	M1000	M750K	42	42	1.0800	0.8020	(1) 1000 watt Metal Halide lamp	New 750 watt Metal Halide ballast and new 750 watt Metal Halide lamp	277	3,627	43.09	32.00	11.09	156,295	116,063	40,231	\$ 3,790	\$ 3,790							
Long Center	Long Center Gym	Long Center Gym	M400	1484HBWG	40	40	0.4580	0.2100	(1) 400 watt Metal Halide lamp	New 1x4 High Bay w/Elect. NP Bal. & (8) 4' T8's, wire guard	277	4,437	17.40	7.98	9.42	77,222	35,407	41,814	\$ 3,939	\$ 3,939							
												4,022	60	40	21	233,516	151,471	82,046	\$ 7,729	\$ 7,729							
82												82															
																			Guaranteed Savings @90%		\$ 6,956						

EXHIBIT G-9
DOMESTIC HOT WATER HEAT RECOVERY COST AVOIDANCE CALCULATIONS

Hot Water Savings						
Name of Facility	MAIN					
Natural Gas \$/therm	\$	1.50				
Cost of Hot Water/kgal	\$	11.71				
Percentage of Hot Water to produce 80 Deg. F Mix for faucet usage		20.00%				
Percentage of Hot Water to produce 103 Deg. F Mix for shower usage		50.00%				
Boiler Efficiency:		80%				
BTU Content of Nat. Gas:		100000 BTU/Therm				
Water Specific Heat:		1 BTU/(lb-F)				
Cold Water Temperature:		65 F				
Domestic Hot Water Temperature:		140 F				
Water Density:		8.33 lb/gal				
DHW USE						
Fixtures	No.	Use Rate	Frequency	Days	Yearly Use	HW Use
4" and 8" Center Sets	12	1.50 gpm	30Mins/Day	260	140 kgals	28 kgals
Low flow Shower Heads	16	2.50 gpm	30Mins/Day	260	312 kgals	156 kgals
Total					452 kgals	184 kgals
Total Therms						1,438
Total Cost						\$2,156
18 Ton Heat Recovery Heat Availability		5,983 therms				
DHW Heating Coincidence Factor		20%				
DHW Heating Heat Recovery		1,197 therms				
Total Savings		\$ 1,795.00				
Total Guaranteed Savings		\$ 1,615.50				

ATTACHMENT J PROJECT 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 Attachment 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 Energy Conservation Measure (ECM). After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the Owner's Representative shall execute the Delivery and Acceptance Certificate to acknowledge substantial completion and Honeywell will complete the "Punch List" within two weeks. Execution of this Delivery and Acceptance Certificate signifies the start of the warranty provided in the Agreement for this portion of the Work.

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

All ECMs by: _____

OR

School/Building/Facility by: _____
School/Building/Facility by: _____

OR

ECM #	ECM Name	Acceptance Date

Support Services: Honeywell will start the support services of the Facility in accordance with the Service Agreement per Attachment D when the Final Delivery and Acceptance Certificate is signed.

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: Honeywell International Inc.

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

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner'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 Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment E, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)