

# PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between:

## PARTIES

JOHNSON CONTROLS, INC. ("JCI")  
3021 WEST BEND DRIVE  
IRVING, TX 75063

and

NUECES COUNTY ("Customer")  
901 LEOPARD STREET, ROOM 303  
CORPUS CHRISTI, TX 78401

## RECITALS

**WHEREAS**, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

**WHEREAS**, Allied Cooperative States, A purchasing cooperative utilized by customer, competitively bid and awarded a contract for energy conservation performance to Johnson Controls, Inc.; and

**WHEREAS**, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

**WHEREAS**, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

## AGREEMENT

- 1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms). JCI represents that the terms of this Agreement, including pricing, are consistent with its Award No. 13-6939 through Allied States Cooperative.
- 2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work  
Schedule 2 – Assured Performance Guarantee  
Schedule 3 – Customer Responsibilities  
Schedule 4 – Price and Payment Terms  
Schedule 5 - Financing

- 3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; FINAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of all the Work by or before September 1, 2014. Substantial Completion shall be the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3. Certificates of Substantial Completion will be executed as each component of the Work is completed as identified in Schedule 1 as UCRM #1-7.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures identified. Final Completion of all the Work shall be accomplished on or before September 1, 2014. The form of the Certificate of Final Completion is herein attached as Attachment 4. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

JCI will provide appropriate certification from Texas Registered Professional Engineer, as required by the Director of Public Works, before a Certificate of Substantial Completion is executed

- 4. DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at Customer's facilities (except for those conditions that were discovered or should have been discovered during JCI's inspection) ; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Coordination of work schedules based upon daily business operations of the Customer, save and except for Force Majeure events (as defined below) shall not be considered a delay for purposes of this paragraph. Under such circumstances, an equitable adjustment as agreed up by the parties in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
- 5. ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access. Coordination of work schedules based upon daily business operations of the Customer shall not be considered a failure to grant access.
- 6. PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to

encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes as may be applicable to a tax exempt governmental entity now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for any applicable real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges for which County is not otherwise exempt paid by JCI on account of Customer for which the County as a governmental entity would otherwise be subject to shall become immediately due from Customer to JCI.

- 7. WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. **NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI.** This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.
- 8. CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
- 9. SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder. All engineering design work provided by JCI will be signed and sealed by a registered Texas professional engineer in his field of specialty.

Jail Security: JCI shall comply with security measures set out by the Nueces County Sheriff in order to access the Nueces County Jail(s). Further, JCI employees, contractors, or agents will be subject to background checks conducted by the Nueces County Sheriff's Department subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. The County shall retain the right to deny entry to any and all employees, contractors, or agents of JCI for security reasons or violations of any applicable Federal or State Laws and Regulations.

## **10. ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the

disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. Customer has provided certifications dated December 20, 2009, February 27, 2009, and April 30, 2009 concerning ACM for areas within Customer-owned buildings (Courthouse and Waco Street Jail). No reports for the McKinzie Center or Juvenile Detention Center has been provided to JCI. However, Customer makes no representations regarding asbestos at other sites in the facilities. Customer has allowed JCI access to the facilities wherein Work or M&V Services will be performed for their own inspection. JCI will identify to Customer the areas within Customer facilities that will be disturbed as a result of the Work so as to allow Customer sufficient opportunity to have ACM testing conducted if necessary prior to JCI proceeding with the Work. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law without establishing a sinking fund, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

**11. CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change

Orders,” form herein attached as Attachment 2). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at Customer’s facilities (except for those conditions that were discovered or should have been discovered during JCI’s inspection) differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

**12. CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer’s ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer’s proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

**13. INSURANCE and BONDS.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer’s request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit \$5,000,000 Each occurrence and in the aggregate
Professional Liability Insurance	

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Workers’ Compensation shall be endorsed with a waiver of subrogation in favor of Nueces County. Commercial General Liability and Automobile Liability shall be endorsed with Nueces County as an additional insured, with respect to liability arising out of operations performed for them by or on behalf of JCI, but only to the extent of damages directly caused by the negligence of JCI and endorsed with a waiver of subrogation in favor of Nueces County. Waivers of subrogation shall be mutual.

JCI will be considered in breach of contract should JCI fail to maintain the required insurance coverage during the contract period of this contract.

In addition, JCI shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall maintain insurance coverage or self-insurance, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

JCI has provided all bonds, including payment and performance, as are required by Chapter 302 of the Texas Local Government Code to Nueces County. All bonds shall include All American Investment Group, LLC as dual obligee

- 14. INDEMNIFICATION.** To the fullest extent permitted by applicable Law without establishing a sinking fund, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.
- 15. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE CONTRACT AMOUNT UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.
- 16. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.
- 17. JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software. JCI will provide access to documents and information to assist the Customer with any audit and reporting obligations. This paragraph notwithstanding, JCI will provide to Customer Operation and Maintenance Manuals for Improvement Measures upon their installation and "Final

Engineering” documents as identified on Schedule 1 herein attached, as well as all engineering plans, specifications, and drawings, including as-built drawings.

- 18. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, “Dispute”) through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in Corpus Christi, TX. Such mediator shall be knowledgeable, to each party’s reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring.
- 19. GOVERNING LAW and VENUE.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas, including the applicable district court for the United States.
- 20. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer’s consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a “reasonableness” standard is expressly stated in this Agreement. Whenever Customer’s cooperation is required by JCI in order to carry out JCI’s obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI’s designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services. Requests for decisions, information, and approvals shall be directed to the Nueces County Director of Public Works at 901 Leopard, Rm. 103, Corpus Christi, Texas 78401.
- 21. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 22. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
- 23. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 24. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 25. COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for

Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

- 26. HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
- 28. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement; to Nueces County at the address listed on the first page of this Agreement.
- 29. AMENDMENTS.** If any term of this Agreement is later determined to be in conflict with the requirements as set out under Chapter 302 of the Texas Local Government, or other applicable law JCI and Customer agree to make any necessary amendment to this Agreement to achieve compliance. This Agreement may not be amended or modified except by written agreement signed by the duly authorized officer of each party.
- 30. TIME.** Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly and rigidly enforced.

**NUECES COUNTY**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
 Diana T. Barrera  
 Nueces County Clerk  
 Date: \_\_\_\_\_

**THIRD PARTY REVIEWER:**

I am a Texas licensed professional engineer otherwise qualified under section 302.005 of the Texas Local Government Code to review energy savings performance contracts. I have reviewed this agreement in accordance with section 302.005 of the Texas Local Government Code and find that the energy savings, increase in billable revenues, or increase in meter accuracy as applicable estimated or projected to be accurate.

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**SCOPE OF WORK**

**Scope of Work Summary**

	<b>Court House and Jail</b>	<b>McKinzie Jail Annex</b>	<b>Juvenile Detention</b>
1. Power Factor Correction		X	
2. Lighting Improvements		X	X
3. AHU Replacements (Qty. of 7	X		
4. DDC Controls Upgrade and Central Plant Optimization	X	X	X
5. Water Conservation Measures		X	X
6. Cooling Tower Rebuild (Qty. of 2)		X	
7. Domestic Water Pump Replacement	X		

JCI agrees to attend pre-construction meetings to be conducted by the Customer’s Public Works department prior to the commencement of construction of the respective projects listed above.

**UCRM # 1 Power Factor Correction**

**UCRM DESCRIPTION:**

This UCRM will include the installation of new power factor correction capacitors for the main existing electric meter serving the site.

**GOALS:**

- Eliminate power factor penalty cost
- Utility cost savings

**ASSUMPTIONS:**

- Capacitors will be near the main transformer vault
- kVAR size is based on achieving 0.95 power factor at the main transformer.

**FINAL ENGINEERING:**

- Final engineering will include installation location and disconnect requirements.

**SCOPE OF WORK:**

- Furnish and install the one (1) 225 kVAR capacitor bank at the following service address and ESI ID account to maintain a minimum power factor of 95%.
- New capacitor bank will be floor mounted next to electrical panel “DP”, located in the main electrical switchgear room at rear of building.
- Provide two (2) new 2 ½ conduits containing four (4) 250 MCM and one (1) #1 ground in each.
- Installation of new 400 amp 480/3/60 disconnect, such as a correctly sized breaker.
- Capacitors will run continuously but require very little cost to operate.

## Schedule 1

- Installation will require a shutdown of panel "DP" in order to perform the termination of the line and load side of breaker. Outage is estimated to be approximately four (4) hours.
- Capacitors are low-voltage type (480 volts) and will be connected to an existing switchgear or subpanel.

### **Meter Address:**

745 North Padre Island Drive  
Corpus Christi, TX

### **DEMOLITION:**

Not Applicable

### **COMMISSIONING:**

- Power factor measurements will be recorded before and after capacitor installation is completed and included in the O&M manuals.

### **TRAINING:**

- Three sessions: One (1) hour each of on-site training will be provided to designated Customer personnel.
- JCI shall pay the tuition for three (3) county employees as designated by the Director of Public Works to attend a one week course on the Building Automation System (Metasys). The County shall pay all travel related costs

### **WARRANTIES:**

- One (1) year warranty on materials and labor beginning at the Substantial Completion Date of the new capacitors

### **Exclusions:**

- Asbestos testing and abatement work. Pursuant to paragraph 10 of the Agreement JCI will identify and notify Customer of any areas where they will be working to provide Customer opportunity to have specific areas tested.

**UCRM # 2 Lighting Improvements**

**UCRM DESCRIPTION:**

This UCRM will include new light fixtures and lighting retrofits in areas identified in the facility. Lighting occupancy sensors will also be installed in selected areas.

**GOALS:**

- Improved light levels
- Improved indoor environments
- Improved reliability of lighting systems
- Utility savings
- Operation & maintenance savings

**ASSUMPTIONS:**

None

**FINAL ENGINEERING:**

- Final development of light fixture line by lines details and retrofit codes.

**SCOPE OF WORK**

- 3,405 fixtures to be retrofitted or replaced
- 269 New Occupancy sensors to be installed
- 511 New Reflectors to be installed in lighting fixtures
- Lenses and diffusers will be cleaned on each fixture that is retrofitted.
- New light levels are intended to meet IES standards.

A detailed room by room scope of work is shown in Appendix A.1 of the Utility Assessment Report (UAR).

**DEMOLITION:**

- Existing lamps, ballasts and other materials will be removed from the site by Johnson Controls in accordance with Federal, State, and Local regulations. It is also the responsibility of Johnson Controls, acting as an agent for the Customer, to ensure the proper disposal of hazardous waste in accordance with the Federal, State and Local laws and regulations. If PCB light ballasts are found, they will be disposed of accordingly listing the Customer as the "Customer" and "Generator" of the ballast waste.

Johnson Controls will properly dispose of any removed equipment which is not kept by the Customer.

**COMMISSIONING:**

- Sample light level readings will be conducted for new lighting systems and included in the O&M manuals.

### TRAINING:

- Four (4) hours of on-site training will be provided to designated Customer personnel.

### WARRANTIES:

- Customer will be responsible for installation of warranted lamps & ballasts beginning at the date of Substantial Completion. A minimum 1% stock of ballasts and 2% stock of lamps will be provided by Johnson Controls after completion of installation to help accommodate any warranty period failures.
- Manufacturer warranties on lamps and ballasts. Specific details for each lamp and ballast extended warranty will be provided in the O&M manuals.

### UCRM #3 (Courthouse) AHU Replacements (Qty. of 7)

#### UCRM DESCRIPTION:

This UCRM will replace 7 air handlers serving the Courthouse jail facility. The air handlers will be changed from a constant volume dual duct system to a variable air volume system. It includes major air handling unit upgrades and the retrofit of 36 existing boxes to variable air volume boxes throughout the facility.

#### GOALS:

- Improved occupant comfort
- Better indoor temperature control
- Improved reliability of existing HVAC systems
- Upgrade of outdated HVAC equipment
- Upgrade of outdated HVAC controls
- Reduced runtime of HVAC equipment
- Capital project savings

#### ASSUMPTIONS:

- Equipment performance requirements are Based on estimated site performance and schedule of operations found in Table V-2.

## Schedule 1

### FINAL ENGINEERING:

- Development of HVAC construction drawings and equipment submittals.
- Finalize equipment performance requirements.
- Development of BAS drawings and equipment submittals.
- Once final engineering is complete, some minor modifications to scope of work may be required. No modifications will be made to scope of work without prior acceptance of the Customer.

### SCOPE OF WORK:

- AHU 212, AHU 213, AHU 214, AHU 215, AHU 217, AHU 218 and AHU 219 will be replaced with new air handling units. New 2-way chilled water and hot water valves.
- Existing dual duct mixing boxes located on the second floor of the jail are served by AHU 218, AHU 219, and AHU 220. These boxes will be retrofitted with new VAV retrofit kits.
- Specific motor and valve replacements as well as VFDs on supply fans will be installed. These are summarized in the table below.

PLAN TAG	FIELD TAG	UNIT DESCRIPTION	NEW AHU	NEW SUPPLY FAN MOTOR	NEW RETURN FAN MOTOR	NEW VFD ON SUPPLY FAN	NEW VFD ON RETURN FAN	NEW 2-WAY CHW VALVE	NEW 2 WAY HW VALVE
FC3-1	212	MULTIZONE UNIT	X	X	X			X	X
FC3-2	213	MULTIZONE UNIT	X	X	X			X	X
FC3-3	214	MULTIZONE UNIT	X	X	X			X	X
FC3-4	215	MULTIZONE UNIT	X	X	X			X	X
FC3-5	216	MULTIZONE UNIT							
FC3-6	217	MULTIZONE UNIT	X	X	X			X	X
FC3-7	218	DOUBLE DUCT UNIT	X	X	X	X		X	X
FC3-8	219	DOUBLE DUCT UNIT	X	X	X	X		X	X
FC3-9	220	DOUBLE DUCT UNIT				X			
NONE	N/A	RETURN FAN FOR AHU-218							
NONE	N/A	RETURN FAN FOR AHU-219							
NONE	N/A	RETURN FAN FOR AHU-220							

### GENERAL

1. Provide protection of existing finishes, furniture and or structures. Match patchwork of new finishes and structures like for like.
2. Prior to work beginning, all wall, floor, or roof penetrations will be identified to Customer personnel for verification and inspection of location.
3. Remove and re-install existing lay-in ceilings as required to install new work.

## MECHANICAL

1. Provide and install seven (7) each new air handlers. Capacities to match existing design conditions.
2. Provide and install new HVAC DDC controls for seven (7) new air handlers to match points list provided in the controls section below.
3. Provide all ductwork connections.
4. Install seven (7) new 2-Way hot water valves.
5. Install seven (7) new 2-Way chilled water valves.
6. Install new high efficiency motors in locations where existing motors are not inverter duty rated to support a VFD application. Refer to table above.
7. Re-commission outdoor air dampers and actuators that are not functioning (replace as needed)
8. New ductwork shall meet, or exceed ductwork installation as qualified by SMACNA and shall have matching insulation in compliance with code, whichever is greater.
9. Existing condensate drain piping connected to HVAC equipment changed or replaced in any way by this project will be cleaned to assure no stoppage can occur after equipment is placed into operation.
10. New equipment in jail facility will meet the Texas Jail Code of Standards certified by a Professional Engineer (PE) licensed in the state of Texas.

## CONTROLS

1. Convert all 7 new AHU's from pneumatic operation to DDC operation. Also, include VFD signal and operating percent speed for newly installed return and supply fan VFDs on AHU-20.
2. Install 36 new dual-duct to VAV box retrofits in place of the existing dual duct boxes.
3. Provide and install 36 new programmable, networkable thermostats for retrofitted VAV boxes.
4. Commission new valve/damper actuators to confirm functionality. Replace items as needed to achieve proper operating system.
5. Minimum Points required for each AHU
  - a. Supply/Return fan start/stop
  - b. Supply fan status
  - c. Return fan status
  - d. Chilled Water valve position
  - e. Hot water valve position
  - f. OA damper position
  - g. Cold Deck Temp with reset sequence capability
  - h. Hot Deck Temp with reset sequence capability
  - i. Return air Temp
  - j. Mixed air Temp
  - k. Duct Static Pressure (if applicable)
  - l. VFD Signal (if applicable)
  - m. VFD Hertz or percent speed (operating) (if applicable)
  - n. Return air CO2 sensors
    - . Provide wireless temp sensor and box controls on each of the newly installed VAV boxes and map back to front end
  - o. Zone temp (if applicable)
  - p. Box control
6. Standard control sequences to be provided at each AHU
7. Scheduling (Start/Stop) of each AHU's supply and return fans
8. CO2 Demand Ventilation, with return air adjustable setpoint of 500 ppm above outdoor CO2 ppm
9. Ensure new HVAC DDC controls are functional and in good operating condition.

10. Provide and install hardware to integrate new points to Metasys BAS.

### TRAINING:

- Four (4) hours of on-site training for new HVAC equipment will be provided to designated Customer personnel
- One (1) days of on-site training for new DDC controls will be provided to designated Customer personnel.

### WARRANTIES:

- One (1) year warranty on materials and labor beginning at the date of Substantial Completion.
- New Johnson Controls Metasys DDC controls, control valves, control dampers & valve/damper actuators are covered by a three (3) year warranty on materials only beginning at the date of Substantial Completion.
- Specific details for each extended warranty will be provided in the O&M manuals.

## **UCRM #4 DDC Control Upgrades & Central Plant Optimization**

### UCRM DESCRIPTION:

This UCRM will upgrade and optimize the existing control systems for the McKinzie Jail Annex, Juvenile Detention Center and Courthouse and Jail facilities.

#### ➤ Courthouse and Jail facility

The existing Metasys "PMI" building automation system (BAS) with associated control points on NC-2 will be replaced and integrated into the new Metasys Extended Architecture BAS. The central plant be optimized and sequenced to operate as a primary-variable chilled water system.

#### ➤ McKinzie Jail Annex

The existing BAS will be integrated into Metasys Extended Architecture. HVAC related control points will be re-commissioned to ensure functionality. Malfunctioning or unreliable control points will be replaced.

#### ➤ Juvenile Detention Center

The antiquated BAS serving the bootcamp facility within the juvenile complex will be replaced with a new Metasys Extended Architecture BAS. Control points and field panel controllers on the existing BAS will be replaced and added to the new control system. Chilled water valves on the existing control system will be replaced to ensure full functionality and flow control.

The existing control systems serving the central plant, juvenile probation and juvenile detention will be integrated to the Metasys Extended Architecture BAS. HVAC related control points will be re-commissioned to ensure functionality. Malfunctioning or unreliable control points will be replaced.

### GOALS:

- Improved occupant comfort
- Utility Savings

- Better indoor temperature control
- Improved reliability of existing HVAC systems
- Upgrade of outdated HVAC controls
- Reduced runtime of HVAC equipment
- Standardization of control systems
- Conversion to an open protocol environment
- Improved user interface
- Eliminate manual user troubleshooting
- Divert staff time spent on HVAC system repairs

### **ASSUMPTIONS:**

- All fire alarm and fire safety devices are in good working condition and meet all local, state and federal codes.

### **FINAL ENGINEERING:**

- Finalize equipment performance requirements.
- Development of BAS drawings and equipment submittals.
- Once final engineering is complete, some minor modifications to scope of work may be required. No modifications will be made to scope of work without prior acceptance of the Customer.

### **SCOPE OF WORK:**

#### ➤ Courthouse and Jail facility

- ❖ Provide and install the following control components for each specific facility service.

#### **Metasys Extended Architecture**

- One (1) NAE-5500 series controllers (one for NC-2 replacement)
- UPS system for the NAE
- Dynamic system graphics for each type of equipment
- Floor plans in graphics to reflect existing spaces.

#### **Chilled Water Systems**

- DDC control panel with NCE 2500 series controller
- Temperature, flow, and pressure sensors to replicate existing
- New electrical control valves as needed
- Include control of cooling towers and pumps associated with the CHWS
- Include any integration to chiller control panel
- E-Link cards for each chiller with wiring harness (2 total)

#### **Heating Water System**

- DDC control panel with NCE 2500 series controller
- Temperature, flow, and pressure sensors to replicate what is there now
- Control of hot water pumps
- New electrical control valves as needed
- CO<sub>2</sub> sensor

#### **Domestic Heating Water System**

- DDC control panel with NCE 2500 series controller
- Temperature, flow, and pressure sensors to replicate what is there now
- Control of hot water pumps



- New electrical control valves as needed

### **Air Handling Units; 1, 2, 1-3, 1-4, 5, 6, 212-215, 217-220, ERTAHU-1, EAHU-1, 2, 3, 4, EFCU-1**

- Temperature, flow, and pressure sensors to replicate what is there now
- AHU start/stop, status, VFD control, & speed where applicable
- Include economizer cycle (where capable)
- New electric control valves HW and CHW
- New electric damper actuators
- DDC control panel or controller replacement in place

### **Multizones on Air Handling Units**

- New zone temperature sensor per zone
- New electric control actuator per zone
- Includes DDC controller

### **Fan Coil Unit; FCU**

- Temperature, status, and limit sensors to replicate what is on the system now
- New electrical control valves as needed
- DDC control panel or controller replacement in place

### **VAV Dual Duct**

- Zone air temperature sensors
- Hot deck actuator and differential pressure sensor
- 120-24 vac transformer
- VMA series controller with integrated actuator

### **VAV Boxes with Reheat Valve**

- New zone air temperature sensors
- New electric reheat valve
- 120-24 vac transformer
- VMA series controller with integrated actuator

### **Smoke Control System for only eight (8) AHU's on NC-2**

- One (1) UUKL 864 NCE controller
- Eight (8) FEU UUKL controllers
- Fan start stop relay
- Air proving switch
- Include end status switches for damper positions
- Provide stand-alone LAN network (separate from HVAC network)

### **N2 Integration**

- NIE-5500 series network controller
- Include integration of NC-1 into Metasys Extended Architecture platform

### **MISC**

- Include FEC controller for miscellaneous contacts

### ➤ [McKinzie Jail Annex](#)

- ❖ Re-commission existing HVAC control points mapped to existing BAS. Replace failed or unreliable points as needed. Provide and install the following control components.

### **Metasys Extended Architecture Integration**

- Provide one (1) Niagara points licenses
- Provide turnkey integration from Alerton Niagara BAS to Metasys Extended Architecture Include control system support labor

## ➤ Juvenile Detention Center

- ❖ Re-commission existing HVAC control points mapped to existing BAS. Replace failed or unreliable points as needed. Provide and install the following control components.

### **Bootcamp Metasys Extended Architecture**

- One (1) NAE-5500 series controllers (one for NC-2 replacement)
- UPS system for the NAE
- Dynamic system graphics for each type of equipment
- Floor plans in graphics to reflect existing spaces.

### **Chilled Water Systems**

- DDC control panel with NCE 2500 series controller (replacing Trane Tracer System)
- Include control of cooling towers and pumps associated with the CHWS
- Include any integration to chiller control panel

### **Bootcamp Air Handling Units: 1, 2, CP**

- Temperature, flow, and pressure sensors to replicate existing
- AHU start/stop, status, VFD control, & speed where applicable
- Include economizer cycle (where capable)
- New electric CHW control valves
- Include heating command relays
- New electric damper actuators
- DDC control panel or controller replacement in place

### **Bootcamp Rooftop Air Handling Units; 1-11**

- Temperature, flow, and pressure sensors to replicate what is there now
- AHU start/stop, status, VFD control, & speed where applicable
- Include economizer cycle (where capable)
- New electric CHW control valves
- Include heating command relays
- New electric damper actuators
- DDC control panel or controller replacement in place

### **Bootcamp VAV Cooling Only**

- Zone air temperature sensors
- 120-24 VAC transformer
- VMA series controller with integrated actuator

### **Bootcamp Fan Coil Units 1-8**

- Temperature, status, and limit sensors to replicate what is on the system now
- New electric CHW control valves
- Include filter status
- Include heating command relays
- DDC control panel or controller replacement in place

### **Bootcamp Fan Coil Units 9-11: with exhaust fan control**

- Temperature, status, and limit sensors to replicate what is on the system now
- Include start/stop status of associated exhaust fans
- New electric CHW control valves
- Include filter status
- Include heating command relays
- DDC control panel or controller replacement in place

### **Bootcamp Fan Coil Unit 12 (cooling only)**

- Temperature, status, and limit sensors to replicate what is on the system now
- New electric CHW control valves
- Include filter status

- DDC control panel or controller replacement in place

**Bootcamp Smoke control system for thirteen (13) AHU/RTU's**

- One (1) UUKL 864 NCE controller
- Thirteen (13) FEU UUKL controllers
- Include fan start stop relay
- Air proving switch
- Include end status switches for damper positions
- Provide stand-alone LAN network (separate from HVAC network)

**Probation and Detention Metasys Extended Architecture Integration**

- Include two (2) Niagara points licenses
- Provide turnkey integration from FX Niagara to Metasys Extended Architecture

**DEMOLITION:**

- Johnson Controls will properly dispose of any removed equipment which is not kept by the Customer.

**COMMISSIONING:**

- Startup and commissioning procedures will be completed during installation.

**WARRANTIES:**

- One (1) year warranty on hardware
- One (1) year warranty on installation and controls

**UCRM #5 Water Conservation Measures**

**UCRM DESCRIPTION:**

This improvement measure includes water conservation retrofits. This UCRM will include the installation of low flow plumbing fixtures and multiple electronic control devices in the Jail areas.

**GOALS:**

- Water conservation
- Utility savings
- Operation & maintenance savings

**ASSUMPTIONS:**

- Existing water & sewer lines are in good operating condition.

**FINAL ENGINEERING:**

- Final development of equipment submittals.

**SCOPE OF WORK:**

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353 Flushometer toilets will be upgraded  
86 Shower heads will be upgraded  
297 Lavatory sinks will be upgraded  
12 Utility sinks will be upgraded  
9 Kitchen sinks will be upgraded

A detailed list of the fixture upgrades is shown in Appendix section A.2 of the Utility Assessment Report (UAR).

**DEMOLITION:**

- Johnson Controls will properly dispose of any removed equipment which is not kept by the Customer.

**COMMISSIONING:**

- Verify proper operation of each retrofit.

**TRAINING:**

- Two (2) hours of on-site training will be provided to designated Customer personnel.

**WARRANTIES:**

- One (1) year warranty on materials and labor beginning at the date of Substantial Completion.

**UCRM #6 Cooling Tower Rebuild (McKinzie Annex)**

**UCRM DESCRIPTION:**

This UCRM will refurbish two (2) existing single cell, cross flow cooling towers located on the roof of the McKinzie Jail Annex central plant.

**GOALS:**

- Increased equipment life and performance
- Reduce county staff time on condenser water system maintenance
- Utility savings
- Prevent cooling tower start up malfunctions with soft start capability

**ASSUMPTIONS:**

- None

**FINAL ENGINEERING:**

- Final engineering will include submittals verifying the cooling towers and associated controls meet original design specifications.

**SCOPE OF WORK:**

**MECHANICAL**

- Remove and replace existing tower fill
- Remove and replace existing cooling tower fan assembly, including drive shaft, fan shaft, turn down gear assembly and fan motor with fan blade assembly.
- Cooling tower should meet original performance design specifications.
- Furnish new VSD for tower fan(s). Size VSD according to existing fan motor size.
- Insulate new piping, valves and fittings as needed for refurbishment. Insulation jacketing to match existing.
- Furnish and install new condenser water filtration system.
- Provide technical labor for maintenance and upkeep of newly installed condenser water filtration system.
- Start-up, checkout and verify all modes (stages) of operation (by factory authorized rep.) including measurement and verification of “part load” and “full load” efficiencies, and all tower control features per manufacturers’ start-up and checkout procedures.
- Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable.
- Disconnect and reconnect to existing controls and control valves. Replace “failed” valves as needed.
- Disconnect and reconnect to existing controls and control valves.
- Provide interface with existing building automation system as necessary
- New equipment in jail facility must meet the Texas Jail Code of Standards certified by a Professional Engineer Licensed in the State of Texas.

**CONTROLS**

- Disconnect and remove existing cooling tower fan control points.
- Reconnect Building Automation System (BAS) cooling tower fan control points to the new VFD output.
- Map VFD output and feedback points to central plant BAS graphics.

**DEMOLITION:**

- Johnson Controls will properly dispose of any removed equipment which is not kept by the Customer.

**COMMISSIONING:**

- Startup and commissioning procedures will be completed during installation.

**TRAINING:**

- None

**WARRANTIES:**

- One (1) year warranty on materials and labor beginning at the Installation Date of the new parts

**UCRM #7 Domestic Water Pump Replacements (Courthouse)**

**UCRM DESCRIPTION:**

This UCRM will replace two (2) existing 25 horsepower (HP) pumps which supply domestic water to the facility. The existing pumps are in very poor condition and past their useful life.

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## Schedule 1

- Isolate one pump at a time for replacement, to prevent service interruption.
- Disconnect water supply/return piping, electrical power wiring and remove pump/motor set from site.
- Install new 25 HP pump/motor set on existing housekeeping pad.
- Disconnect two (2) existing Variable Frequency Drives (VFDs) and remove from site. Install two (2) new VFDs for new pump motors. Reconnect existing water pressure transduce signal wiring to VFD. Reconnect existing supply power wiring to line side of VFD. Install new "Seal Tight" flex conduit and wiring from load side of VFD to new pump motor.
- Reconnect return/supply water piping to new pump.
- Start up and commission of new system.

### **Exclusions:**

- Asbestos testing and abatement work. Pursuant to paragraph 10 of the Agreement JCI will identify and notify Customer of any areas where they will be working to provide Customer opportunity to have specific areas tested.

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## ASSURED PERFORMANCE GUARANTEE

### I. PROJECT BENEFITS

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

**B. Project Benefits Summary.** Subject to the terms and conditions of this Contract, JCI and Nueces County agree that Nueces County will be deemed to achieve a total of \$1,050,000 in Non-Measured Project Benefits and JCI guarantees that Nueces County will achieve a total of \$6,344,953 in Measured Project Benefits during the term of this Contract, for Total Project Benefits of \$7,394,953 as set forth in the Total Project Benefits table below.

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**Total Project Benefits**

<b>Year</b>	<b>Utility Cost Avoidance<sup>1</sup></b>	<b>Operations and Maintenance Avoidance</b>	<b>Future Capital Cost Avoidance<sup>2</sup></b>	<b>Annual Project Benefits</b>
1	\$341,146	\$0	\$89,300	\$430,447
2	\$351,381	\$0	\$89,900	\$441,281
3	\$361,922	\$0	\$76,200	\$438,122
4	\$372,780	\$0	\$76,400	\$449,180
5	\$383,963	\$0	\$76,600	\$460,563
6	\$395,482	\$0	\$76,800	\$472,282
7	\$407,347	\$0	\$77,000	\$484,347
8	\$419,567	\$0	\$65,000	\$484,567
9	\$432,154	\$0	\$53,000	\$485,154
10	\$445,119	\$0	\$40,000	\$485,119
11	\$458,472	\$0	\$30,000	\$488,472
12	\$472,226	\$0	\$15,000	\$487,226
13	\$486,393	\$0	\$0	\$486,393
14	\$500,985	\$0	\$0	\$500,985
15	\$516,015	\$0	\$0	\$516,015
<b>Total</b>	<b>\$6,344,953</b>	<b>\$0</b>	<b>\$765,200</b>	<b>\$7,110,153</b>

<sup>1</sup> Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on unit energy costs as set forth in the table in Section IV below.

<sup>2</sup> Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3.0%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of the same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

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**Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.**

**C. Project Benefits Shortfalls or Surpluses.**

- (i) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.
- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

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Customer Initials: \_\_\_\_\_

**II. NON-MEASURED PROJECT BENEFITS**

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

**Non-Measured Annual Project Benefits Summary**

Year	FIM	Energy Savings	O&M Savings	Future Capital Cost Avoidance <sup>2</sup>
1	AHU Replacement, Courthouse			\$89,300
2	AHU Replacement, Courthouse	\$0	\$0	\$89,900
3	AHU Replacement, Courthouse			\$76,200
4	AHU Replacement, Courthouse			\$76,400
5	AHU Replacement, Courthouse			\$76,600
6	AHU Replacement, Courthouse			\$76,800
7	AHU Replacement, Courthouse			\$77,000
8	AHU Replacement, Courthouse			\$65,000
9	AHU Replacement, Courthouse			\$53,000
10	AHU Replacement, Courthouse			\$40,000
11	AHU Replacement, Courthouse			\$30,000
12	AHU Replacement, Courthouse			\$15,000
13	AHU Replacement, Courthouse			\$0
14	AHU Replacement, Courthouse			\$0
15	AHU Replacement, Courthouse			\$0
<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$765,200</b>

**Courthouse and Jail Air Handler Unit Replacement Future Capital Cost Avoidance**

The capital cost required to replace these (7) aging Air Handler Units (AHUs) in the Courthouse and Jail was estimated to be \$765,200 by Nueces County. The total capital cost has been divided as shown per the schedule above as future capital cost avoidance of funds that would have been spent repairing and replacing the AHUs.

The foregoing assessment of non-measured project benefits was reviewed by the Director of Commissioners Court Administration of Nueces County, on December 9, 2013.

**MEASURED PROJECT BENEFITS SUMMARY**

UCRM Number	UCRM	M&V Option	M&V Activity
1	Power Factor Correction, McKinzie	B	Verify Power Factor and penalty cost from utility bills
2	Lighting Retrofits, McKinzie and Juvenile	A	Pre- and Post-retrofit kW measurements
3	AHU Replacement (7), Courthouse and Jail	C	Combine with Phase I Option C M&V
4a	Courthouse DDC Controls, Central Plant Upgrade, and Recommissioning	C	Utility Bill Analysis and Control System Monitoring

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4b	DDC Controls and HVAC Upgrades, McKinzie and Juvenile	A	Trending and monitoring of Control Strategies
5	Water Fixture Retrofits, McKinzie and Juvenile	A	Pre- and Post-retrofit fixture flow/flush measurements
6	Cooling Tower Rebuild, McKinzie	A	Trending and monitoring of VFD speeds
7	Domestic Water Pump Replacement	N/A	No savings associated with this UCRM

**MEASUREMENT AND VERIFICATION METHODOLOGIES**

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

**Option A**

**Partially Measured Retrofit Isolation**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements may be short-term with only one-time measurements before and after the Installation Period, or may be longer-term. Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Facility Improvement Measures is intended to demonstrate that the non-measured values fairly represent the probable actual values. Non-measured values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre- and post-retrofit measurements are used to calculate Measured Project Benefits for the duration of the Guarantee Term. Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

**UCRM 2: Lighting Retrofit**

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore the measurement boundary is the lighting system itself.

Lighting retrofit savings will be determined by measuring the power draw (kW) on a statistical sample of pre-retrofit and post-retrofit light fixtures with a true RMS meter. Operational hours and electrical rate are non-measured parameters. Lighting and Occupancy Sensor hours are documented in Schedule V and will be applied to the pre-retrofit and post-retrofit kW values to determine the lighting savings. The savings will be fixed for the life of the contract based on the following agreed upon engineering calculations.

**Demand (kW)**

$$\text{Connected kW Saving} = \sum_u [ (kW/\text{Fixture}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} - kW/\text{Fixture}_{\text{post}} \times \text{Quantity}_{\text{post}}) ]_{t,u}$$

$$\text{Actual kW Savings} = \sum_u [ \text{Connected kW Savings}_u \times \text{DD Factor}_u ]_{t,u}$$

where:

- kW/fixture<sub>baseline</sub> = lighting baseline demand per fixture for usage group u
- kW/fixture<sub>post</sub> = lighting demand per fixture during post-installation period for usage group
- Quantity<sub>baseline</sub> = quantity of affected fixtures before the lighting retrofit for usage group u
- Quantity<sub>post</sub> = quantity of affected fixtures after the lighting retrofit for usage group u
- DD Factor<sub>u</sub> = DD Factor is a percentage multiplier to account for Demand Diversity of interior fixtures, because all fixtures are unlikely to be on at once. DD = 95%.
- u: Examples of usage groups include hallways and offices.

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**Energy (kWh)**

$$kWh Savings_{Lighting} = \sum_u [Connected kW Savings_u \times Hours of Operation]_{t,u}$$

where:

$kW Savings_u$  = kilowatt savings realized during the post-installation time for usage group  $u$

$Hours of Operation$  = number of operating hours during the time period  $t$  for the usage group  $u$

**Measured Parameters**

Lighting Fixture Power (kW):

Sampling of electricity demand (kW) is conducted by taking spot measurements on a sample of fixtures in accordance with FEMP 3.0 M&V Guidelines. Fixtures with similar lamps and ballasts, counts and types, will be grouped together with a lamp/ballast code. Sample size is calculated to provide 80% confidence and 20% precision or better. FEMP guidelines specify that fixtures contributing to the top 75% of connected load must be measured, but additional retrofitted fixtures may be measured. Incandescent and Compact Fluorescent bulbs are not measured since they lack the exposed wiring required to obtain an accurate ampere measurement with an ammeter clamp. Each measurement will include Volts, Amps, Power Factor, Watts, and number of fixtures on the circuit. Specific locations for the power measurements are recorded. The measurements will be obtained with a power meter that has been calibrated within 1 year as certified by a certificate of calibration. Pre- and post-retrofit sampling plans are listed below.

**List of Existing Fixtures to be Measured, to at least 80% Confidence/20% Precision**

Fixture Type	Input Watts	Fixture Quantity	Total Savings (Energy)	kW Contribution	% of Total kW	% Connected Load
EXISTING (2) LAMP F32T8 LUMINAIRE	58	1408	\$13,294	73.4	33%	33%
EXISTING (4) LAMP F40T12 LUMINAIRE	144	299	\$9,547	39.4	18%	51%
EXISTING (4) LAMP F32T8 LUMINAIRE	111	282	\$6,461	27.9	13%	63%
EXISTING (2) LAMP F40T12 LUMINAIRE	72	418	\$5,728	25.9	12%	75%
EXISTING (1) LAMP 250 WATT METAL HALIDE LUMINAIRE	295	130	\$8,030	20.9	9%	84%

**List of Replacement Fixtures to be Measured, to at least 80% Confidence/20% Precision**

Fixture Type	Mfgr Rated Watts	Fixture Quantity	Total Savings (Energy)	kW Contribution	% of Total kW	% Connected Load
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**Schedule 2**

RETROFIT: RETROFIT WITH 4' T8 LAMPS AND ELECTRONIC BALLAST..	42	595	\$4,991	21.7203	19%	19%
RETROFIT: RETROFIT WITH 4' T8 LAMPS AND ELECTRONIC BALLAST..	42	609	\$6,559	20.9244	18%	37%
RETROFIT: RETROFIT WITH 4' T8 LAMPS AND ELECTRONIC BALLAST..	41	596	\$7,208	19.4914	17%	54%
REFLECTOR KIT: T8 LAMP AND ELECTRONIC BALLAST	64	279	\$7,197	15.44	13%	67%
REFLECTOR KIT: T8 LAMP AND ELECTRONIC BALLAST.	64	79	\$2,562	4.7616	4%	72%
NEW: T5HO LUMINAIRE	277	18	\$3,944	4.4874	4%	76%
REFLECTOR KIT: T8 LAMP AND ELECTRONIC BALLAST.	47	111	\$1,290	4.2864	4%	79%

For fixture types not included in the above measurement plan, typical wattages as published by ANSI (American National Standards Institute) will be used for pre-retrofit fixtures, and manufacturer data for post-retrofit fixtures.

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**Non-Measured Parameters**

The non-measured parameters in the calculation of lighting savings are Operational Hours, often called "Burn Hours", and electrical rates. Lighting Operational Hours and Occupancy Sensor Hours have been determined through interviews with staff and equipment schedules. Once agreed to by the Customer and JCI, Lighting Operational Hours will remain as stated for the term of the Contract.

Lighting Operational Hours

Lighting Operational Hours were determined through interviews with staff at the various facilities. Lighting Operational Hours used in the calculation of lighting retrofit savings are listed in Section 2-V for examination. Where Occupancy Sensors will not be installed, the Pre-Retrofit and Post-Retrofit hours will be the same. In spaces where Occupancy Sensors are to be installed, the proposed changes in Lighting Operational Hours are also listed in Section 2-V.

Occupancy Sensor Hours

The Occupancy Sensor hour reduction table in Section V summarizes proposed occupancy sensor installations and the expected reduction in Lighting Operational Hours. Occupancy sensor savings are calculated using retrofit fixture wattages, which will have been measured according to the Replacement Fixture measurement. Pre- and post-retrofit occupancy sensor lighting hours will not be measured and will be agreed upon by Nueces County and JCI.

Electrical Rates

Electrical Rates, as agreed to by all parties, are presented in Schedule 2-IV of this contract.

**Nueces County Responsibilities**

Nueces County will maintain this lighting retrofit using the same lamps and ballast that were installed or equivalent lamps and ballasts approved by JCI.

**UCRM 5: Water Conservation, Option A One-Time Measurement and Continued Inspections**

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water usage at the fixture; therefore the measurement boundary is the fixture itself. All Measurement and Verification for this FIM will be based on one-time measurements made during installation and/or Year One, which will verify savings for the term of the project.

Existing water fixtures were audited in detail in both McKinzie and Juvenile facilities. If fixtures were determined to be candidates for replacement with low flow fixtures, a suitable replacement fixture was proposed. In both McKinzie and Juvenile facilities, new Flushometer toilet bowls and flush valves will reduce gallons per flush by 35%-50%. In addition, the replacement flush valves have delay timers to lower flush frequency. Low flow showerheads will reduce flow from 2.5 to 1.5 gallon per minute. Faucet aerators in lavatories, kitchens, and utility closets will reduce sink water usage by 15%.

Existing fixture water flow and flush rates were determined from stamped ratings on the fixtures. Flush valve lids were removed and a visual inspection of the flushometer parts completed to determine make and model of the inside parts. Make and model of external flush valves and china were recorded for every toilet and urinal. Showerhead make, model, and ratings were recorded.

Proposed flow and flush rates for new fixtures are from manufacturer data.

Before and after fixtures are replaced, a sample of each fixture type flow or flush rate will be physically measured one time, and the results of the physical measurements will be used to determine actual savings. A sample of each type of fixture, determined by expected flow, will be measured with sample sizes designed to achieve at least 80% Confidence/20% Precision. Fixture types to be samples are listed below.

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**Existing Fixtures to be Measured, to at least 80% Confidence/20% Precision**

M&V Code	Quantity Upgraded	Existing Usage (GPF, GPM)
Lavatory Sink 4"	32	2.2
Lavatory Sink 8"	56	2.1
Lavatory Sink Push Button	209	1.2
Closet Toilet	353	3.5
Shower Head	86	2.5

**Retrofit Fixtures to be Measured, to at least 80% Confidence/20% Precision**

M&V Code	Quantity Installed
Toilets 1.6 GPF	246
Toilets 2.4 GPF	107
Showers 1.5 gpm	86
Utility & Kitchen 1.5 gpm	67
Lavatory 0.5 gpm	46
Lavatory Controls	205

Toilet and urinal flow measurement procedures will depend upon the type of fixture. Faucets and showers will be measured by use of a graduated flow rate bag. For a faucet or shower this will be accomplished by turning the water off and then turning it on for 5 seconds and filling the flow rate bag. For each fixture the procedure will be repeated 3 times to calculate an average flow for that fixture.

These physical pre-and post-retrofit physical measurements will be applied to the water usage baseline determined by engineering calculations. These calculations estimate water usage based on a number of demographic factors, including male and female staff and occupants, occupancy hours and days, and special populations. Detailed baseline water usage parameters are included in this contract.

**Water/Sewer Project Benefits for Sinks and Showers**

Water Project Benefits =

$$\sum_{type} [ (Usage Rate_{baseline} - Usage Rate_{post}) \times AAUF_{type} \times Quantity_{type} ] / 1000$$

*Water Project Benefits* = Water savings realized in kilogallons (kGal). These savings will result in Water and Sewer dollars saved.

*Full Time Equivalent (FTE)* = Occupancy measure of male/female staff, occupants, and visitors

*Usage Rate baseline* = Baseline fixture use rate in gpm

*Usage Rate post* = Post-installation fixture use rate in gpm

*AAUF* = Average annual use per fixture =  
Number of FTE (male/female) x Minutes usage per FTE per Day x  
Occupied Days per Year per FTE

*Quantity* = quantity of affected fixtures

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**Water/Sewer Project Benefits for Toilets and Urinals**

Water Project Benefits =

$$\sum_{type} [(Usage Rate_{baseline} - Usage Rate_{post}) \times AAUF_{type} \times Quantity_{type}] / 1000$$

where:

- Water Project Benefits = Water savings realized in kilogallons (kGal). These savings will result in Water and Sewer dollars saved.
- Full Time Equivalents (FTE) = Occupancy measure of male/female staff, occupants, and visitors
- Usage Rate<sub>baseline</sub> = Baseline fixture use rate in gpf (Gallons per Flush)
- Usage Rate<sub>post</sub> = Post-installation fixture use rate in gpf (Gallons per Flush)
- AAUF = Average annual use per fixture = Number of FTE (male/female) x Flushes per day per FTE x Occupied days per year per FTE
- Quantity = Quantity of affected fixtures

**Hot Water Heating Fuel Project Benefits**

Energy Project Benefits =

$$Water\ savings \times (Temp_{hot} - Temp_{cold}) \times Specific\ Heat \times 1,000 / (3413 \times Efficiency)$$

where:

- Energy Project Benefits = Fuel savings realized in kWh
- WaterProject Benefits<sub>f-sh</sub> = water savings for faucets and showers in kGal
- Temp<sub>hot</sub> = average water temperature (agreed to be 120 °F)
- Temp<sub>cold</sub> = average cold water temperature (agreed to be 65 °F)
- Specific Heat = 8.34 Btu / (kGal) (° F) for water
- Efficiency = Water heater efficiency expressed as a fraction

$$\$ Savings = Water Savings * [Water Rate (\$/kgal) + Sewer Rate (\$/kgal)]$$

**Measured Parameters**

Fixture Water Flow, Pre- and Post-Retrofit

Measurements will be performed by the fixture installer or a licensed plumber. Wherever applicable, calibration certificates of all meters used for measurement will be included in the post-installation report.

**Non-Measured Parameters**

The following inputs to the engineering calculations of water usage have been determined through data and interviews. Refer to the Engineering Calculations, Section 2-V, for detailed demographic data.

- Number of Full Time Equivalents (Staff, Occupants, Visitors, Male/Female)
- Occupied days per year
- Facilities usage by FTE type per day
- Water heating efficiency, domestic hot water temperature, city water temperature, 40% shower and faucet usage is hot water
- Water rates (\$ per kGal), refer to Section 2-IV.

**Inspections and Monitored Parameters**

A sample of retrofit fixtures will be inspected each year to verify that lavatory aerators, lavatory controls, and kitchen fixtures are installed and operating. The sample size will be designed to achieve an 80% Confidence/20% precision. However, it should be noted that access issues may limit inspections of some active areas.

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Since water usage in these facilities is primarily dependent upon number of occupants, inmate population will be tracked and reported quarterly.

**Nueces County Responsibilities**

Nueces County will maintain this water conservation retrofit using the same faucets, aerators, and toilets that were installed or equivalent fixtures approved by JCI.

**UCRM 4b: HVAC Upgrades and DDC Controls at Juvenile Detention Facility, DDC Controls at McKinzie Annex**

**Measurement and Verification Plan: Option A Long-Term Measurement (Two Years)**

The savings for this UCRM will be verified using Option A, Retrofit Isolation with Key Parameter Measurement. Measurement and Verification for this UCRM will be conducted for two years, after which the savings will remain as verified for the term of the Contract.

Existing chilled water valves on 11 chilled water coil Rooftop units (RTUs), 12 Fan Coil units (FCUs), and 3 Air Handler units (AHUs) will be replaced with electronic 2-way chilled water valves in the Juvenile Detention Facility. Electric damper actuators will be replaced in 11 RTUs and 3 Air Handler Units. Supply fan VFDs and motors will be installed in the following (5) units: Bootcamp RTU-9 through RTU-11, and AHU-1 and AHU-2. All control points on existing HVAC units will be integrated into Metasys™, to be visible at the workstation in the main courthouse control room. Existing equipment control sequences will be reviewed and controls recommissioned.

Energy savings control strategies implemented on HVAC equipment to achieve savings are:

- Night setback during unoccupied periods (Juvenile and McKinzie);
- Uniform temperature setpoints during occupied periods (Juvenile and McKinzie);
- Closing outdoor air dampers during unoccupied periods (Juvenile);
- Re-commissioning existing control system (Juvenile and McKinzie).

Control strategies implemented to generate savings will be verified by utilizing the trending and monitoring capabilities of the control systems to verify that installed upgrades and equipment control parameters are operating as intended to maintain savings. Equipment control strategies will be detailed in the Sequences of Operation.

**Juvenile Facility HVAC Upgrades**

Bootcamp HVAC Equipment	VFD	New CHW Valve	New Damper Actuators	Filter Status	Exhaust Fan Start/Stop
AHU 1, 2	X				
AHU 1, 2, CP		X	X		
RTU 9 - 11	X				
RTU 1 - 11		X	X		
FCU 1 – 8		X		X	
FCU 9-11 with Exhaust Fan Control		X		X	X

**Measured Parameters**

Trending and Inspections

DDC Controls will be monitored through Building Automation Systems (BAS) trending and workstation displays to verify that the retrofit controls are operating as intended, according to the Sequences of Operations. Parameters to be monitored and reported include:

*CHILLED WATER VALVE REPLACEMENT (all AHU, RTUs, FCUs in scope)*

Verify chilled water valves are modulating to maintain chilled water supply temperature

- Chilled Water Valve Output (if available): 15 minute trends

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- Chilled Water Supply and Return Temperature: 15 minute trends
- Manual Inspection as required

*ELECTRIC DAMPER ACTUATOR INSTALLATION (all RTUs and AHUs)*

Verify Unoccupied damper closing and verify economizer sequence where installed:

- Outside Air Damper Output and/or Mixed Air and Return Air Temperatures: 15 minute trends
- Outside Air Temperature: 15 minute trends

*VFD SUPPLY FAN INSTALLATION (Rooftop AHU-9, -10, -11, AHU-1, -2)*

Verify VFD supply fan frequency reducing at low loads

- Fan Status and Command: 15 minute trends
- VFD Output: 15 minute trend
- VFD kW or kWh, if available: 15 minute trend
- Outside Air Temperature: 15 minute trend

*FILTER STATUS (FCU 1-11)*

Verify that filter status point is displaying correctly

- Filter Pressure Differential: 15 minute trend

*EXHAUST FAN STATUS (FCU 9-11)*

Verify that exhaust fan is controlling with its associated AHU.

- Exhaust Fan Status: On/Off Change of Value trend

The following control points will be trended and monitored to verify that energy savings control strategies are installed and maintaining control according to the Sequences of Operations. Not all units are equipped with Economizer and Demand Control Ventilation. These control strategies will be verified on those units so equipped. If the control points listed are not available for a particular unit, other points will be employed to verify the control strategy.

*TEMPERATURE CONTROL (Setpoints)*

- Zone Temperature Setpoint: Point Query
- Zone Temperature: Point Query
- Outside Air Temperature: Point Query

*OCCUPIED/UNOCCUPIED CONTROL:*

- Supply Fan Status and Command: On/Off Change of Value trend
- Zone Temperature: 15 minute trend
- Zone Temperature Setpoint: 15 minute trend
- Discharge Air Temperature: 15 minute trend
- Discharge Air Temperature Setpoint: : 15 minute trend
- Occupancy Mode: On/Off Change of Value trend
- Cooling Coil Valve Position: 15 minute trend

*ECONOMIZER CONTROL (if applicable): Enthalpy-Based Control*

- Indoor Enthalpy: 15 minute trend
- Outdoor Enthalpy: 15 minute trend
- Damper Position: 15 minute trend
- Cooling Coil Valve Position: 15 minute trend

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*ECONOMIZER CONTROL (if applicable): Dry Bulb-Based Control:*

- Outdoor Drybulb: 15 minute trend
- Damper Position: 15 minute trend
- Cooling Coil Valve Position: 15 minute trend

*DEMAND CONTROL VENTILATION (if applicable):*

- Indoor CO2: 15 minute trend
- Outdoor CO2: 15 minute trend
- Damper Position: 15 minute trend

Results of observations will be included in the post-installation and quarterly reports. If Customer-initiated changes to setpoints and schedules are observed, the Customer will be notified by the Johnson Controls Performance Engineer to initiate a discussion. Johnson Controls will adjust savings for significant changes from agreed upon sequences, schedules, and setpoints for the verification period of two years.

Savings verification by control system evaluation will be completed and reported at post-installation and quarterly thereafter for a period of two years. After two years, the savings will remain as verified for the term of the Contract.

**Non-Measured Parameters**

Building and space loads have been determined through energy modeling of the building with the Department of Energy EQuest™ modeling tool. EQuest™ inputs include wall, window, and roof area, insulation and thermal performance, orientation, internal loads (lighting, equipment, occupants), setpoints, schedules, and equipment nameplate information. Existing setpoints, schedules, and operating parameters were observed from the existing Building Automation System. Existing and proposed modeling parameters are listed in the next section. The EQuest™ models were calibrated to 12 months of building utility usage from May 2012 through April 2013. Calibrations are presented in Section 2-V.

Customer agrees, after reviewing EQuest™ input and output parameters and utility calibrations, that the EQuest™ building models adequately represent the energy consumption and load characteristics of the buildings, and that savings calculated from these models are valid.

**Nueces County Responsibilities**

Johnson Controls currently has remote access to the main courthouse Building Automation System. Continued remote access will be required in order to perform the analysis and verification of the control systems. Equipment operation must be observed in occupied and unoccupied modes including nights and weekends, and in all weather conditions.

Nueces County will maintain the building automation control system and all controlled equipment, and perform routine maintenance as necessary per the manufacturer’s guidelines. Setpoints implemented during the installation and commissioning process must be maintained. Deficiencies in the foregoing will be reflected as savings adjustments in annual performance reports.

**UCRM 6: McKinzie Annex: Cooling Tower Variable Frequency Drive Fans**

**Measurement and Verification Plan: Option A Long-Term Measurement (Two Years)**

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in motor power draw; therefore, the measurement boundary is the motor itself.

Savings for this measure result from replacing constant speed cooling tower fans with variable frequency drive (VFD) fans. Savings were calculated with an EQuest™ energy model of the buildings, calibrated to 2012 utility bills. Existing motor parameters on both cooling towers were obtained from mechanical drawings. Baseline energy usage was calculated with nameplate cooling tower capacity and the number of hours the fan was running based on the EQuest™ heat rejection load profile. Post-retrofit energy usage was calculated in EQuest™ by applying a high efficiency motor with VFD to the baseline heat rejection load profile.

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**Measured Parameters**

The post installation motor power draw will be measured one time post-installation using a true RMS meter at various VFD speeds. These values will be used with the trended VFD speed to verify the energy used by the motor/drive combination. If motor kW or kWh can be trended through the BAS, the BAS values will be utilized after being compared to measurements. On an ongoing basis, the savings strategy will be verified by utilizing the capabilities of the control system to verify that the VFD is controlling the motor speed as required to generate the savings. These data will be reviewed post-installation and quarterly by Johnson Controls for a period of two years, and results shown in the post-installation and quarterly reports. Monitored control points will include:

*COOLING TOWER VFDs:*

Verify that VFD frequency is reducing at low loads

- Fan Status and Command: On/Off Change of Value Trend
- VFD Output: 15-minute trend
- Outside Air Temperature: 15-minute trend

**Non-Measured Parameters**

Building and space loads have been determined through energy modeling of the building with the Department of Energy EQuest™ modeling tool. EQuest™ inputs include wall, window, and roof area, insulation and thermal performance, orientation, internal loads (lighting, equipment, occupants), setpoints, schedules, and equipment nameplate information. Existing setpoints, schedules, and operating parameters were observed from the existing Building Automation System. Existing and proposed modeling parameters are listed in “Juvenile Detention and McKinzie Annex: Control Systems Recommissioning”. The EQuest™ models were calibrated to 12 months of building utility usage from May 2012 through April 2013. Calibrations are presented in Section V. Customer agrees, after reviewing EQuest™ input and output parameters and utility calibrations, that the EQuest™ building models adequately represent the energy consumption and load characteristics of the buildings, and that savings calculated from these models are valid.

**Nueces County Responsibilities:**

Nueces County will maintain all cooling tower equipment and perform routine maintenance as necessary per the manufacturer’s guidelines.

**Option B  
Retrofit Isolation**

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

**UCRM 1: McKinzie Annex: Power Factor Correction**

**Measurement and Verification Plan: Option B from Utility Bills (One Year)**

The savings for this FIM will be verified using IPMVP Option B, Retrofit Isolation with All Parameter Measurement. The savings for this FIM are generated through eliminating the power factor penalty charged to the McKinzie facility by the utility.

In the analysis of the McKinzie utility bills spanning May 2012 to April 2013, it was noted that a power factor penalty had been assessed by the utility. Low power factor is caused by inductive loads, usually motors. The reactive power consumed by these motors cannot be measured by a standard billing kWh meter, but is still power that must

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be generated by the utility. In order to recoup the costs to generate this extra power, the utility charges a penalty for any month for which power factor drops below 95%.

Capacitor installation is being proposed to correct the low power factor. This FIM will be verified through Option B, directly from the utility bills. Utility bills will be monitored for one year to measure and verify power factor and any residual penalty. After one year of measurement, the savings will remain fixed and no further measurements will be conducted. If the savings are not as expected and Johnson Controls wishes to remediate, a discussion will be initiated with the Customer and all further measurement and verification for this FIM will be conducted at Johnson Controls' expense

**Measured Parameters**

Bills will be monitored for one year to measure and verify power factor and any residual penalty

**Nueces County Responsibilities:**

Nueces County will maintain the retrofitted equipment per manufacturer guidelines.

**Option C  
Whole Facility**

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

**UCRM 4: Main Courthouse and Jail: Central Plant Optimization**

**Measurement and Verification Plan: Option C**

The savings for this FIM will be verified using IPMVP Option C, Whole Facility Measurement. Savings are generated through increasing chiller plant efficiency.

The Central Plant Optimization will include activating VFDs on Chilled and Condenser Water pumps, installing VFDs on cooling tower fans, providing high efficiency motors and VFDs to secondary hot water and chilled water pumps, and installing new valves and flow meters in the central plant. All new equipment will be integrated into the Metasys Building Automation System. Controls programming will be optimized for energy efficiency. There are no gas or water savings associated with Phase II.

The Main Courthouse and Jail FIMs will be verified through continuing the existing Option C Measurement and Verification for the Phase I project. The Phase I baseline will serve as the baseline for both projects. As the Phase II project is implemented, a reduction in energy usage will be observed. From this point onward, it will be impossible to absolutely distinguish Phase I savings from Phase II savings, since both Phase I and Phase II savings are based on dynamic parameters including space setpoints and schedules. The total guaranteed savings will thenceforth be the sum of Phase I and Phase II savings referenced to the original baseline.

For comparison and reporting purposes only, in an attempt to isolate Phase 1 and Phase 2 savings, the Phase I savings will be considered frozen at the Year 1 value, with a measurement safety factor of 0.80 on kW demand savings. The facility kW demand is lower than expected but is dependent on chiller sequencing, which is the responsibility of Nueces County Facilities.

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Customer Initials: \_\_\_\_\_

**Phase I Frozen Year 1 Savings, for ongoing comparison purposes:**

Phase I Electricity Savings	kW Expected	kWh Expected	kW Measured	kWh Measured	kW Measurement Safety Factor	Phase I Frozen Savings (Comparison Only)	
						kW	kWh
Savings Measured Through Option C*	5,815	4,304,715	8,421	3,393,678	0.80	6,737	3,393,678

\*Excludes solar-photovoltaic panels

**Baseline, Phase I and Phase II:**

The Phase I baseline tuning contracts, also used for Phase II, are included in Section 2-V. Savings will be calculated through Metrix™ Utility Analysis Software, continuing from Phase I. Utility bills are entered into Metrix™ monthly and compared to the Baseline Tuning Models.

All non-routine adjustments are applied to the Baseline. Non-routine adjustments are changes in the facility, equipment, or operation that are initiated by the Customer and will affect savings. Examples are lowering of cooling setpoints or extending operating hours. Non-routine adjustments will always be presented clearly in the savings report to the Customer.

**Nueces County Responsibilities:**

Nueces County will maintain the building automation control system and all controlled equipment, and perform routine maintenance as necessary per the manufacturer’s guidelines. Setpoints implemented during the installation and commissioning process must be maintained. Deficiencies in the foregoing will be reflected as savings adjustments in annual performance reports.

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises

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Customer Initials: \_\_\_\_\_

required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

**IV. BASELINE CALCULATIONS AND UTILITY RATES**

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from September, 2008 through August, 2009.

<b>Utility Type</b>	<b>Base Utility Cost</b>
Electric Energy, Courthouse	\$0.0725 / kWh
Electric Energy, McKinzie	\$0.0751 / kWh
Electric Energy, Juvenile	\$0.0751 / kWh
Electric Demand, Courthouse	\$11.042 / kW
Electric Demand, McKinzie	\$10.665 / kW
Electric Demand, Juvenile	\$9.591 / kW
Water	\$6.035 / kGal
Sewer	\$3.46 / kGal

The baseline regression analysis for Courthouse electric kWh and kW demand are shown below.

{409678.0038/A0302079\_1}

Johnson Controls, Inc. Initials: \_\_\_\_\_

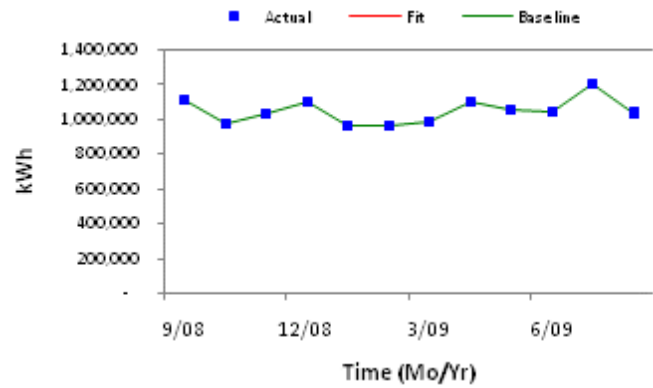
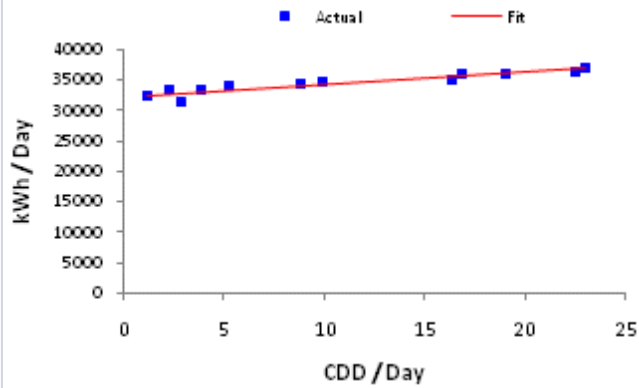
Customer Initials: \_\_\_\_\_

**Meter Tuning Contract**

**Project: Nueces County**  
**Meter: Electric 1**

**Site: Nueces County**  
**Unit: Qty OnPk (kWh)**

**Area: Nueces County**  
**Account: 5 949 884 0**



From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
08/26/08	09/25/08	31	1,115,043	<input checked="" type="checkbox"/>	0.0	522.0	11,124	1,115,043	0.0%
09/26/08	10/23/08	28	976,140	<input checked="" type="checkbox"/>	0.0	276.0	17,608	976,140	0.0%
10/24/08	11/23/08	31	1,031,637	<input checked="" type="checkbox"/>	0.0	120.5	6,907	1,031,637	0.0%
11/24/08	12/28/08	35	1,097,131	<input checked="" type="checkbox"/>	0.0	101.5	(53,008)	1,097,131	0.0%
12/29/08	01/27/09	30	968,751	<input checked="" type="checkbox"/>	0.0	35.0	(6,826)	968,751	0.0%
01/28/09	02/25/09	29	965,969	<input checked="" type="checkbox"/>	0.0	65.5	16,665	965,969	0.0%
02/26/09	03/26/09	29	989,165	<input checked="" type="checkbox"/>	0.0	152.5	22,702	989,165	0.0%
03/27/09	04/27/09	32	1,095,517	<input checked="" type="checkbox"/>	0.0	283.0	6,447	1,095,517	0.0%
04/28/09	05/27/09	30	1,051,427	<input checked="" type="checkbox"/>	0.0	490.5	(13,991)	1,051,427	0.0%
05/28/09	06/25/09	29	1,041,794	<input checked="" type="checkbox"/>	0.0	551.5	(3,366)	1,041,794	0.0%
06/26/09	07/28/09	33	1,200,626	<input checked="" type="checkbox"/>	0.0	742.0	(11,263)	1,200,626	0.0%
07/29/09	08/25/09	28	1,038,018	<input checked="" type="checkbox"/>	0.0	643.5	7,002	1,038,018	0.0%
<b>Sum/Average/Max</b>		<b>365</b>	<b>12,571,218</b>		<b>0.0</b>	<b>3983.5</b>	<b>0</b>	<b>12,571,218</b>	<b>0% +/- 1.9%</b>

**Electric 1 (Account # 5 949 884 0): Tuning Period is 365 days from 08/26/08 until 08/25/09.**

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

**Baseline (kWh) = 32289.14 x #Days + 197.23 x CDD + Offset**

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-1.9%. The underlying regression has a R<sup>2</sup>=0.869

Baseline Costs are calculated using Average Cost/Consumption, but no less than \$7.10000023245811E-02/ kWh.

**Explanations and Assumptions:**

(empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those excluded from the regression.

CDD = Cooling Degree-Days calculated for CORPUS CHRISTITX for a 65.0 °F balance point.

Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

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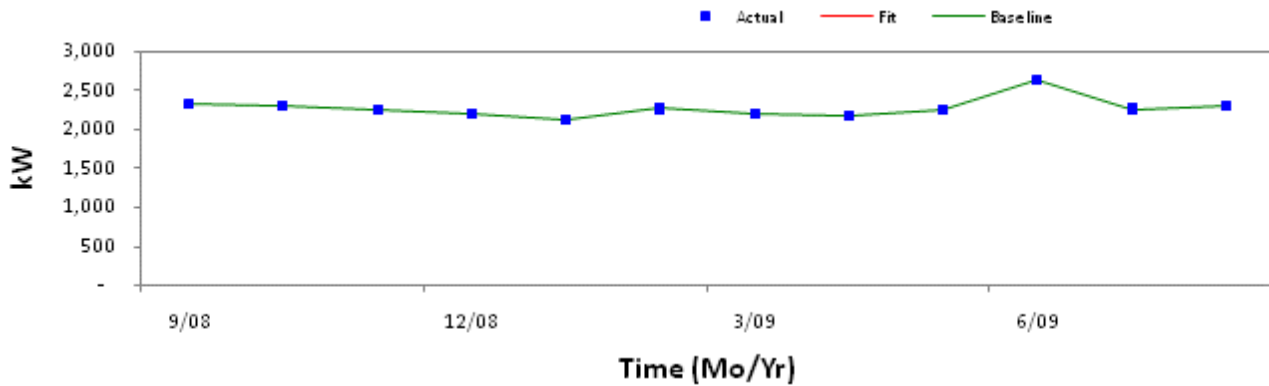
Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



Meter Tuning Contract

Project: Nueces County      Site: Nueces County      Area: Nueces County  
 Meter: Electric 1      Unit:Dmd OnPk (kW)      Account: 5 949 884 0



From	To	# Days	Reading	Incl?	Htg DT	Clg DT	Offset	Baseline	Deviation
08/26/08	09/25/08	31	2,329	<input checked="" type="checkbox"/>	0.0	0.0	53	2,329	0.0%
09/26/08	10/23/08	28	2,295	<input checked="" type="checkbox"/>	0.0	0.0	19	2,295	0.0%
10/24/08	11/23/08	31	2,261	<input checked="" type="checkbox"/>	0.0	0.0	(15)	2,261	0.0%
11/24/08	12/28/08	35	2,199	<input checked="" type="checkbox"/>	0.0	0.0	(77)	2,199	0.0%
12/29/08	01/27/09	30	2,131	<input checked="" type="checkbox"/>	0.0	0.0	(145)	2,131	0.0%
01/28/09	02/25/09	29	2,266	<input checked="" type="checkbox"/>	0.0	0.0	(10)	2,266	0.0%
02/26/09	03/26/09	29	2,213	<input checked="" type="checkbox"/>	0.0	0.0	(63)	2,213	0.0%
03/27/09	04/27/09	32	2,173	<input checked="" type="checkbox"/>	0.0	0.0	(103)	2,173	0.0%
04/28/09	05/27/09	30	2,255	<input checked="" type="checkbox"/>	0.0	0.0	(21)	2,255	0.0%
05/28/09	06/25/09	29	2,621	<input checked="" type="checkbox"/>	0.0	0.0	345	2,621	0.0%
06/26/09	07/28/09	33	2,264	<input checked="" type="checkbox"/>	0.0	0.0	(12)	2,264	0.0%
07/29/09	08/25/09	28	2,307	<input checked="" type="checkbox"/>	0.0	0.0	31	2,307	0.0%
<b>Sum/Average/Max</b>		<b>365</b>	<b>27,314</b>		<b>0.0</b>	<b>0.0</b>	<b>(0)</b>	<b>27,314</b>	<b>0% +/- 5.4%</b>

**Electric 1 (Account # 5 949 884 0): Tuning Period is 365 days from 08/26/08 until 08/25/09.**  
 Below is the equation used to calculate the Baseline values for the tuning period and all future periods:  

$$\text{Baseline (kW)} = 2276.17 + \text{Offset}$$
 The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-5.4%. The underlying regression has a  $R^2=0$   
 Baseline Costs are calculated using Average Cost/Demand, but no less than \$9.86999988555908/ kW.  
**Explanations and Assumptions:**  
 (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those excluded from the regression.  
 Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

**UCRM 5: Water Conservation Calculations**

{409678.0038/A0302079\_1}

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**Juvenile Detention Center**

Heating Efficiency: 100% (elec. Heat) Domestic Hot Water Temp: 120 deg F  
 City Water Temp: 65 deg F  
 % of Shower and Faucet Usage that is Hot Water: 40%

**Toilets / Urinals**

ITEM	EXISTING QTY OF FIXTURES	EXISTING AVG USAGE, GPF	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GAL.	GALLONS SAVED PER FLUSH	USES PER YEAR	NEW USES PER YEAR	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Flushometer Toilets	136	3.44	132	4	2.16	1.29	464,809	371,847	1,600,858	798,105
Tank Toilets	0	0.00	0	0	0.00	0.00	0	0	0	0
Urinals	7	1.00	0	7	1.00	0.00	40,834	40,834	40,834	0

**Showers**

ITEM	EXISTING QTY FAUCETS	EXISTING USAGE, GPM	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GPM	GALLONS SAVED PER MINUTE	USAGE PER YEAR, MIN	NEW USAGE PER YEAR, MIN	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Various	21	2.50	21	0	1.50	1.00	302,025	302,025	755,061	302,025

**Faucets**

ITEM	EXISTING QTY FAUCETS	EXISTING USAGE, GPM	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GPM	GALLONS SAVED PER MINUTE	USAGE PER YEAR, MIN	NEW USAGE PER YEAR, MIN	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Lavatory	131	1.31	77	54	0.93	0.38	148,413	126,151	194,410	76,733
Utility	3	2.13	3	0	1.50	0.63	8,801	8,801	18,775	5,574
Kitchen	9	2.20	6	3	1.73	0.47	8,801	8,801	19,362	4,107
Pre-Rinse	0	0.00	0	0	0.00	0.00	0	0	0	0

**Other Flows**

ITEM	QTY	EXISTING USAGE, GPY	QTY OF UPGRADES	QTY OF NON-UPGRADES	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Cooling Tower	1	675,922	0	1	675,922	0
Ice Production	1	6,710	0	0	6,710	0
Laundry	1	117,000	0	1	117,000	0

**Facility Summary**

Existing Annual Metered Water Usage : 3,631,200 gallons  
 Calculated Annual Water Usage : 3,428,932 gallons  
 Calculated Consumption Compared to Metered: 94%

Annual Water Savings : 1,186,543 gallons  
 Annual Water Savings : 33% of metered  
 Annual Water Savings : 35% of calculated

712.7 therm of heating fuel  
 20,882 heating kWh

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**McKenzie Jail Annex**

Heating Efficiency: 100% (elec. Heat) Domestic Hot Water Temp: 120 deg F  
 City Water Temp: 65 deg F  
 % of Shower and Faucet Usage that is Hot Water: 40%

**Toilets / Urinals**

ITEM	EXISTING QTY OF FIXTURES	EXISTING AVG USAGE, GPF	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GAL.	GALLONS SAVED PER FLUSH	USES PER YEAR	NEW USES PER YEAR	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Flushometer Toilets	235	3.48	221	14	1.73	1.75	3,560,663	2,670,497	12,375,954	7,756,563
Tank Toilets	0	0.00	0	0	0.00	0.00	0	0	0	0
Urinals	1	1.00	0	1	1.00	0.00	37,595	37,595	37,595	0

**Showers**

ITEM	EXISTING QTY FAUCETS	EXISTING USAGE, GPM	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GPM	GALLONS SAVED PER MINUTE	USAGE PER YEAR, MIN	NEW USAGE PER YEAR, MIN	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Various	65	2.50	65	0	1.50	1.00	2,526,384	2,526,384	6,315,960	2,526,384

**Faucets**

ITEM	EXISTING QTY FAUCETS	EXISTING USAGE, GPM	QTY OF UPGRADES	QTY OF NON-UPGRADES	AVG UPGRADED USAGE, GPM	GALLONS SAVED PER MINUTE	USAGE PER YEAR, MIN	NEW USAGE PER YEAR, MIN	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Lavatory	230	1.35	220	10	1.10	0.25	1,030,994	876,345	1,396,772	428,983
Utility	11	2.20	9	2	1.63	0.57	52,572	52,572	115,658	30,109
Kitchen	9	2.20	3	6	1.97	0.23	52,572	52,572	115,658	12,267
Pre-Rinse	2	1.42	0	2	1.42	0.00	43,800	43,800	62,196	0

**Other Flows**

ITEM	QTY	EXISTING USAGE, GPY	QTY OF UPGRADES	QTY OF NON-UPGRADES	GALLONS USED PER YEAR	ANNUAL GAL SAVED
Cooling Tower	1	1,294,027	0	1	1,294,027	0
Ice Production	3	58,711	0	0	58,711	0
Laundry	1	686,400	0	1	686,400	0

**Facility Summary**

Existing Annual Metered Water Usage : 23,778,000 gallons  
 Calculated Annual Water Usage : 22,458,931 gallons  
 Calculated Consumption Compared to Metered: 94%

Annual Water Savings : 10,754,306 gallons  
 Annual Water Savings : 45% of metered  
 Annual Water Savings : 48% of calculated

5500.3 therm of heating fuel  
 161,156 heating kWh

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Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

UCRM 5: Water Conservation Demographic Data

Building Name	Calculated vs. Historical (%)	# of Day Shift Staff	# of Male Day Shift Staff	# of Female Day Shift Staff	# of Night Shift Staff	# of Male Night Shift Staff	# of Female Night Shift Staff	# of Resident	# of Male Resident	# of Female Resident
Juvenile Detention Center	94%	35	25	11	10	10	0	55	55	0
McKenzie Jail Annex	94%	24	22	2	11	11	0	461	461	0

Building Name	Average hours per day per Day Shift Staff	Average hours per day per Night Shift Staff	Average hours per day per Resident	# of days per year for Day Shift Staff	# of days per year for Night Shift Staff	# of days per year for Resident	Male Day Shift Staff FTE Days / Year	Male Night Shift Staff FTE Days / Year	Male Resident FTE Days / Year	Female Day Shift Staff FTE Days / Year	Female Night Shift Staff FTE Days / Year	Female Resident FTE Days / Year
Juvenile Detention Center	15	8	24	365	365	365	16,767	3,650	60,405	7,186	0	0
McKenzie Jail Annex	15	8	24	365	365	365	14,783	4,015	505,277	1,643	0	0

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Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

**Juvenile Bootcamp**

	Pre-Retrofit HVAC Hours		Post-Retrofit HVAC Hours	
	Time On	Time Off	Time On	Time Off
Monday	24/7	24/7	24/7	24/7
Tuesday	24/7	24/7	24/7	24/7
Wednesday	24/7	24/7	24/7	24/7
Thursday	24/7	24/7	24/7	24/7
Friday	24/7	24/7	24/7	24/7
Saturday	24/7	24/7	24/7	24/7
Sunday	24/7	24/7	24/7	24/7
Holidays	24/7	24/7	24/7	24/7

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F  
 Heating season is November to March  
 Occupied Room Temperature During Cooling Season: 74 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 74 degrees F  
 Cooling season is April to October

**Juvenile Detention**

	Pre-Retrofit HVAC Hours		Post-Retrofit HVAC Hours	
	Time On	Time Off	Time On	Time Off
Monday	24/7	24/7	24/7	24/7
Tuesday	24/7	24/7	24/7	24/7
Wednesday	24/7	24/7	24/7	24/7
Thursday	24/7	24/7	24/7	24/7
Friday	24/7	24/7	24/7	24/7
Saturday	24/7	24/7	24/7	24/7
Sunday	24/7	24/7	24/7	24/7
Holidays	24/7	24/7	24/7	24/7

Occupied Room Temperature During Heating Season: 68 degrees F  
 Unoccupied Low Temperature Limit During Heating Season: 68 degrees F  
 Heating season is November to March  
 Occupied Room Temperature During Cooling Season: 74 degrees F  
 Unoccupied High Temperature Limit During Cooling Season: 74 degrees F  
 Cooling season is April to October

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**Juvenile Probation**

	Pre-Retrofit HVAC Hours		Post-Retrofit HVAC Hours	
	Time On	Time Off	Time On	Time Off
Monday	24/7	24/7	8 am	5 pm
Tuesday	24/7	24/7	8 am	5 pm
Wednesday	24/7	24/7	8 am	5 pm
Thursday	24/7	24/7	8 am	5 pm
Friday	24/7	24/7	8 am	5 pm
Saturday	24/7	24/7	Unoccupied	Unoccupied
Sunday	24/7	24/7	Unoccupied	Unoccupied
Holidays	24/7	24/7	Unoccupied	Unoccupied

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F as appropriate to recover by occupied time period

Heating season is November to March

Occupied Room Temperature During Cooling Season: 74 degrees F

Unoccupied High Temperature Limit During Cooling Season: 85 degrees F as appropriate to recover by occupied time period

Cooling season is April to October

**McKinzie Annex Admin Areas**

	Pre-Retrofit HVAC Hours		Post-Retrofit HVAC Hours	
	Time On	Time Off	Time On	Time Off
Monday	24/7	24/7	24/7	24/7
Tuesday	24/7	24/7	24/7	24/7
Wednesday	24/7	24/7	24/7	24/7
Thursday	24/7	24/7	24/7	24/7
Friday	24/7	24/7	24/7	24/7
Saturday	24/7	24/7	24/7	24/7
Sunday	24/7	24/7	24/7	24/7
Holidays	24/7	24/7	24/7	24/7

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 68 degrees F

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Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Heating season is November to March

Occupied Room Temperature During Cooling Season: 72 degrees F

Unoccupied High Temperature Limit During Cooling Season: 72 degrees F

Cooling season is April to October

**McKinzie Annex Detention Areas**

	Pre-Retrofit HVAC Hours		Post-Retrofit HVAC Hours	
	Time On	Time Off	Time On	Time Off
Monday	24/7	24/7	24/7	24/7
Tuesday	24/7	24/7	24/7	24/7
Wednesday	24/7	24/7	24/7	24/7
Thursday	24/7	24/7	24/7	24/7
Friday	24/7	24/7	24/7	24/7
Saturday	24/7	24/7	24/7	24/7
Sunday	24/7	24/7	24/7	24/7
Holidays	24/7	24/7	24/7	24/7

Occupied Room Temperature During Heating Season: 68 degrees F

Unoccupied Low Temperature Limit During Heating Season: 68 degrees F

Heating season is November to March

Occupied Room Temperature During Cooling Season: 74 degrees F

Unoccupied High Temperature Limit During Cooling Season: 74 degrees F

Cooling season is April to October

{409678.0038/A0302079\_1}

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Performance Contract [Rev 15] 04/08

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**Lighting Pre- and Post-Retrofit Operational Hours, No Occupancy Sensors**

Room Types	Lighting Burn Hour Code	Annual Hours	Hours/Week
24-Hour Areas	Z	8,760	168
Dormitories, Restrooms, Showers	CELL	5,846	112
Detention Areas, Common Areas, Gyms, Pods, Remote	D	4,380	84
Exterior, Parking Lot, Walkways	X	4,380	84
Hallway, Lobby, Receiving, Reception, Multipurpose	H	3,863	74
Mech Room, Control Plant, Maintenance	M	3,863	74
Lobby, Open Office	OO	3,863	74
Restroom, existing Occ Sensor	RR-EXST-OS	3,863	74
Laundry, Movie Room, Private Offices, Pod D	O	3,132	60
Office, Private	O-OS	3,132	60
Open office with existing sensor	OO-EXST-OS	2,897	56
Private Office with existing sensor	O-EXST-OS	2,506	48
Court	CRT	2,349	45
Conference Room, Classroom, Visitation	CF-OS	2,088	40
Kitchen, Dining, Cooler/Freezer	K	2,088	40
Conference Room, Existing Occ Sensor	CF-EXST-OS	1,618	31
Restroom, existing Occ Sensor	RR-EXST-OS	1,148	22
Janitorial Closet	JC	522	10
Public Restroom	RR-P	522	10
Storage Areas	S	522	10

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Customer Initials: \_\_\_\_\_

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**Occupancy Sensor Installations Pre- and Post-Retrofit Lighting Operational Hours**

Area Type	Lighting Burn Hour Code	# Sensors Proposed	Existing Burn Hours	Retrofit Burn Hours	% Reduction
Conf. Room, add new sensor	CF-OS	9	2,088	1,670	20%
Classrooms- add new sensor	C-OS	13	2,088	1,670	20%
Halls & common areas, add Daylight harvesting sensor	H-DH	4	3,863	3,028	22%
Hallways, add new sensor	H-OS	15	3,863	2,588	33%
Janitor Closet, add new sensor	JC-OS	9	522	418	20%
Open Offices, add new sensor	OO-OS	3	3,863	2,897	25%
Offices, add new sensor	O-OS	143	3,132	2,506	20%
Restrooms, add new sensor	RR-OS	25	3,863	1,159	70%
Storage Areas, add new sensor	S-OS	8	522	418	20%
Vending Machine, add new sensor	VEND	8	8,760	4,818	45%
Nurse's Office	Z-OS	1	8,760	5,869	33%
Gymnasium	Z-OS/G	4	8,760	3,854	56%
Restrooms	Z-OS/RR	2	8,760	1,159	87%
Storage, Supplies, Church, Exam room	Z-OS/S	18	8,760	418	95%

**VI. MEASUREMENT & VERIFICATION SERVICES**

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report and quarterly updates containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

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Customer Initials: \_\_\_\_\_

## Schedule 2

- D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:
    - A. conduct pre and post installation measurements required under this Agreement;
    - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
    - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).
  5. For specified meters analyzed utilizing an "Option C" M&V protocol, JCI will:
    - A. Calculate cost avoidance using contract baseline regression models as the established baseline model.
    - B. Account for changes in the facility that significantly impact energy usage.
  6. JCI understands that Customer will have a third party reviewing all measurement and verification reports and numbers as provided by JCI. JCI agrees to cooperate with this third party to provide clarification as requested, supporting documentation, and other information as necessary.

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**CUSTOMER RESPONSIBILITIES**

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services. JCI will work with the Customer to coordinate the shut downs to ensure minimal impact of Customer's business operations;
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing the following information, to the extent that it exists at the time of the request, with respect to the project and project site as soon as practicable following JCI's request:
  - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
  - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
  - d. a legal description of the project site;
  - e. as-built and record drawings of any existing structures at the project site; and
  - f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within ten (10) days of Customer receipt and/or generation or JCI's request therefor;
10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

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Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

### Schedule 3

11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

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**PRICE AND PAYMENT TERMS**

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The total price to be paid by Customer for the Work shall be **\$5,568,957** as set out below. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI by customer, pursuant to its Lease-Finance Agreement described in Schedule 5. JCI shall submit monthly payment applications based upon the percentage of completion. The payment application shall contain sufficient detail such that the billing can be reviewed for compliance with both the work scope, percentage of completion and fee schedule. Payment application shall only be submitted for items/work which have been delivered and installed as per this agreement. Customer shall pay JCI within thirty (30) days of receipt of the payment application subject to paragraph 3 below.

Building	Energy Conservation Measure	Cost
McKenzie Annex	Power Factor Correction	\$ 37,740.00
McKenzie Annex, Juvenile	Lighting Improvements	\$ 585,528.00
Courthouse, McKenzie, Juvenile	Direct Digital Controls	\$2,365,400.00
McKenzie Annex, Juvenile	Water Conservation Measures	\$1,047,898.00
Courthouse	HVAC Improvements	\$1,184,095.00
McKenzie Annex	Rebuild Cooling Tower	\$ 232,616.00
Courthouse	Domestic Water Pumps	\$ 115,680.00

2. M&V Services. The total price for JCI's M&V Services, as detailed on Schedule 2 of this Agreement, is \$49,527 for the first year of the guarantee. The total price for subsequent years is detailed in the table below. These payments will be due and payable within 30 days of when Customer receives JCI's invoice, and shall be made throughout the Guarantee Term. JCI will invoice the Customer monthly.

Period	M&V Cost	Period	M&V Cost
Year 1	\$19,286	Year 9	\$7,369
Year 2	\$19,864	Year 10	\$7,590
Year 3	\$6,171	Year 11	\$7,818
Year 4	\$6,357	Year 12	\$8,052
Year 5	\$6,547	Year 13	\$8,294
Year 6	\$6,744	Year 14	\$8,543
Year 7	\$6,946	Year 15	\$8,799
Year 8	\$7,154		

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Customer Initials: \_\_\_\_\_

3. Requests for Payment. All requests for payment shall be submitted to the attention of the Nueces County Public Works Director at 901 Leopard, Rm. 103, Corpus Christi, Texas 78401 for review and processing. The Customer reserves the right to withhold payment, without incurring any late fees, pending verification of satisfactory work, including inspection and / or testing of work and equipment billed. Any invoice amount disputed by Customer shall not be assessed late payment interest during the interim from the date Customer notifies JCI in writing of any such dispute to the date Customer receives a revised JCI invoice stating the corrected amounts.

Customer assumes no liability for work performed or costs incurred prior to the date authorized by the Customer to begin work, during periods when work is suspended, or subsequent to the contract completion date.

4. Funding Out/ Non-appropriation. Notwithstanding any provision to the contrary, this Agreement will terminate by written notice from Customer if the governing body of Customer fails to appropriate the necessary funds for a subsequent year's funding of this Agreement. In such circumstances, Customer shall not be liable for any services rendered or products provided after notification by Customer that this Agreement is terminated for lack of funding.

Customer's performance of its obligations under this agreement is contingent upon and subject to availability of and actual receipt of sufficient and adequate funds from All American Investment Group, LLC as contemplated on Schedule 5. In the event of a termination or cancellation of the AAIG Agreement customer shall give notice and shall be liable for payment due to JCI for work or services or materials provided before the notification

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**FINANCING OF PROJECT**

The County shall be responsible for the procurement of the financing for this project, specifically through a lease-purchase agreement with All American Investment Group, LLC.

*Johnson Controls, Inc. Initials:* \_\_\_\_\_

*Customer Initials:* \_\_\_\_\_

**NOTICE TO PROCEED**

Johnson Controls, Inc.  
3021 West Bend Drive  
Irving, TX 75063

ATTN: Joel Lopez

Re: Notice to Proceed for NUECES COUNTY Performance Contract

Dear Mr. Lopez:

This Notice to Proceed is being issued by Nueces County ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

By signing and dating this Notice to Proceed, the parties hereto represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

**NUECES COUNTY**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

***ACKNOWLEDGED & AGREED TO:***

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



**CHANGE ORDER**

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No.	Date (mo/day/yr)
Customer [Insert Customer Name]		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order .....	\$	
Total Performance Contract amount as revised by this Change Order .....	\$	
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)	
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
<b>JOHNSON CONTROLS, INC.</b>	<b>CUSTOMER</b>	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
3021 WEST BEND DRIVE  
IRVING, TX 75063

NUECES COUNTY ("Customer")  
901 LEOPARD STREET  
CORPUS CHRISTI, TX 78401

**PROJECT:** NUECES COUNTY; Performance Contract dated \_\_\_\_\_, 20\_\_ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
  - punch list attached
  - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated \_\_\_\_\_, 20\_\_ .

**CUSTOMER:**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
3021 WEST BEND DRIVE  
IRVING, TX 75063

NUECES COUNTY ("Customer")  
901 LEOPARD STREET  
CORPUS CHRISTI, TX 78401

**PROJECT:** NUECES COUNTY; Performance Contract dated \_\_\_\_\_, 20\_\_ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below to the extent JCI has provided sworn statement to Customer representing any and all subcontractors and suppliers have been paid in full.
- c. All as-built drawings have been provided to Customer.

Dated \_\_\_\_\_, 20\_\_ .

**CUSTOMER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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