

PROJECT DEVELOPMENT AGREEMENT
BETWEEN

City of Miami Beach ("Customer")
1755 Meridian Ave
Miami Beach, FL 33139

AND

Johnson Controls, Inc. ("JCI")
15901 SW 29th St. #801
Miramar, FL 33027

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in the Scope of Work hereto (the "Work") relating to the design of smart street lighting and other identified improvement measures (the "Improvement Measures") described therein; 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:

Scope of Work

It is the Parties' mutual understanding that as part of this Project Development Agreement, JCI and City of Miami Beach agree to the following:

Engagement Plan:

Johnson Controls shall develop and implement an engagement plan for communicating with City stakeholders the need for smart street lighting, the benefits to the City related to improved public safety, equality of access, and revenue; and the preservation plan for unique neighborhood aesthetics.

The engagement plan will include the following:

- One (1) Ideation Session with City Staff, Public Safety Department, Environmental and Sustainability Department, IT Department, and Finance Department to discuss the plan and optimal areas of focus, key stakeholders, and technology requirements to be held at 1755 Meridian Ave. Ideation Session tasks will include: coordination of meeting, scheduling venue, calendar invites, draft invitation letter, securing RSVP of additional agency stakeholders, meeting material preparation, set up, breakdown and preparing meeting summary. The ideation session will gather key city stakeholders in a facilitated workshop setting to develop consensus around short- and long-term priorities for implementation of smart city infrastructure, applications and services. Initial exercises will focus on defining measures of success and prioritizing needs based on importance to the City of Miami Beach. The workshop will then evaluate and prioritize future smart city capabilities based on their impact to city operations (efficiency, productivity, and cost) and impact on the community (services, safety, sustainability, and resilience). The workshop will close with a discussion of next steps and required actions.

- Organize maximum of (10) meetings with city representatives or stakeholders, HOAs, and committees. This task will involve securing a place on the Commission/Counsel meeting or Planning/Zoning Board as an informational item. In order for JCI to schedule meetings, the City of Miami Beach will provide required information to be included on the agenda for the respective meetings. This task includes:
 - Project research and development of stakeholder list.
 - Identify and research technical groups and general public.
 - Develop participation list and outreach timeline.
 - Research and provide list of key stakeholders, agency representatives, community groups, general public.
 - Coordination of meeting, scheduling venue, calendar invites, draft invitation letter, securing RSVP of additional agency stakeholders, meeting material preparation, set up, breakdown and preparing meeting summary.
- Conduct six (6) Smart Street Lighting Plan informational presentation sessions including experts from the Illumination Engineering Society, Johnson Controls Lighting Engineers, Connectivity Engineers from Hotwire Communications, Jacobs Engineering Smart Cities; facilitated by Infinite Source Communications. To be held at City determined locations on mutually agreed dates and times. Includes identifying/securing meeting site, advertisements/announcements, sign-in sheets, name tags, audio recording.
- Technical Review Committee - Coordination, set up and follow-up. Three (3) Technical Review Sessions with appointed elected official representatives, technical experts, key stakeholders, and agency representatives to discuss: Purpose and need (meeting; 1) Alternatives (meeting 2); and Final plan (meeting 3). Meeting is held to receive feedback in conjunction with the public.
- Messaging to City Residents on the need for smart street lighting and technology infrastructure within the City of Miami Beach via internet broadcasts, social media messaging, email, and mailed flyers; including messaging on dates and locations for informational presentation sessions.
- Develop and identify property owner list, confirm contact information and property pull from Miami Dade Property search.
- Development of project archive. Compilation of project deliverables, meeting summaries, presentations, inquiry logs.

Key Deliverables during this task:

- Ideation Session with Recommendations to Implement in Phase 2
- Informational & Key Stakeholder Presentation Sessions
- Technical Review Sessions
- Collateral and Messaging for Residents

Phase 1 Lighting Plan Scope:

Johnson Controls, Jacobs Engineering, Hotwire, and Infinite Source Communications have teamed together in order to respond to Miami Beach's Request for Qualification (RFQ # 2017-119-KB) Smart City Street Lighting system – Design, Build, Operate, and Maintain.

Phase 1 covers work within the current boundaries of all City of Miami Beach-owned properties and corridors in which the City of Miami Beach controls, oversees, and maintains all lighting equipment of conduit, fixtures, poles, and other power supply equipment. The City of Miami Beach shall confirm city boundaries with JCI prior to work commencement.

Phase 1 of the Lighting Plan scope includes the following tasks:

- Perform Urban Lighting Inventory and Analysis
- Develop Citywide Lighting Standards
- Develop Urban Lighting Approach and Design to Include CMMS and Achieve Energy and Operational Efficiencies
- Provide Preliminary Upgrade Plan and Construction Plans for Architectural and Street Lighting Design Upgrades

The Johnson Controls team will provide Project Management and Design Engineering services for Phase 1 services as outlined below:

1. Project Management

The JCI Team Project Manager (PM) will work with the City and the stakeholders to manage the day to day activities. The PM will coordinate with the internal and external teams for deliverables, client meetings, and public meetings. Management will also include risk and quality management as well as financial management and reporting against the agreed upon budget. The PM will prepare a quality management plan for deliverables for the City of Miami Beach.

- Phase 1 Project Execution plan / Timeline

2. Perform Urban Lighting Inventory and Analysis

JCI shall complete an inventory of existing City of Miami Beach- and FPL-owned lighting pole/fixture locations and light fixture type for the 169 miles of City of Miami Beach roadways, along with municipal-owned landmarks, buildings, structures, and public corridors within the public parks, City of Miami Beach boardwalk, public schools and youth centers located within the City of Miami Beach using the existing city database.

The following data will be collected:

- GPS location of each asset
- Asset ID number (if present)
- Pole type height, and material
- Arm type and material
- Fixture type
- Lamp type and wattage
- Type of service (e.g. overhead, underground)
- Condition of pole/arm/fixture/lamp
- Photos of each asset including any existing damage
- Cross referencing existing database information for accuracy

Key Deliverables for Lighting Inventory and Analysis:

- Perform a 100% street lighting system inventory up to a maximum of 9000 poles. Excess poles above 9000 to be billed on a time and material basis.
- Submit 50% Urban Lighting Analysis Report
- Submit 100% Urban Lighting Analysis Report

3. Develop Citywide Lighting Standards

Once the inventory is completed, The JCI team will use the inventory of the existing urban lighting system and the City's lighting photometric analysis to frame the development of a citywide lighting standard.

This scope assumes the following land use types will fall within the boundaries of this scope. The City of Miami Beach will confirm the inclusion of these land use types, or others such as the City of Miami Beach owned, operated, and maintained property within mixed-use land uses, prior to finalizing work plan and approaches by the JCI team.

- City of Miami Beach owned, operated, and maintained public right-of-way corridors which contain the City of Miami Beach owned, operated, and maintained lighting infrastructure.
- City of Miami Beach owned, operated, and maintained site lighting around buildings and facilities within Civic and Government Use and the Convention Center District.
- City of Miami Beach owned, operated, and maintained parking facilities and open space within public right-of-way corridors, Civic and Government Use and Convention Center District land uses, covering exterior lighting infrastructure.

The JCI team's approach to developing citywide lighting standards will utilize practices recommended by the Illuminating Engineering Society of North America (IESNA) to address sustainable lighting strategies that provide greater connectivity among the City's specific neighborhoods, historic districts, and targeted economic centers and is based on the feedback received from the public outreach in the Engagement Plan.

The JCI team will utilize the information gathered in the Engagement Plan to understand local efforts and develop associated lighting standards. Additionally, these standards will consider urban canopy health, resilience and sea level rise, habitat protection, by examining site specific locations, target illuminance levels, light sources, color temperature, control intent, and citywide goals around sustainability, and resilience.

This scope covers the development of lighting standards for the following zoning districts:

- Single Family Residential
- Residential Multifamily
- Commercial
- Urban Light Industrial
- Hospital District
- Civic and Government Use
- Convention Center District
- Multifamily, Planned Residential Development Districts
- Waterway Districts

The JCI team will confirm areas of the City or zones deemed as economic activation zones with the City of Miami Beach, or other overlay lighting standards, such as historic districts and transit corridors. This scope assumes up to four (4) overlay lighting standards will be developed.

Key Deliverables for Citywide Lighting Standards:

- Informational Meetings (6 total, included in Engagement section 1 above)
- Develop Preliminary (50%) Citywide Lighting Standards
- Develop Final (100%) Citywide Lighting Standards

4. *Develop Urban Lighting Approach and Design*

Based on the analysis performed in the Urban Lighting Inventory and Analysis, along with the development of citywide lighting standards, the JCI team will apply these standards and research to develop a citywide plan to upgrade the existing urban lighting system.

Citywide lighting standard typologies will be developed for each corridor land use type, as well as public building, outdoor plaza type, and open space type based on vehicular and pedestrian users. This scope assumes up to fifteen (15) lighting standards will be developed based on the City of Miami Beach owned, managed, and operated property and corridors. Areas of the City or zones deemed as economic activation zones with the City of Miami Beach, or other overlay lighting standards, such as historic districts and transit corridors, will be confirmed. This scope assumes up to four (4) overlay lighting standards will be developed.

This stage will also include sample installations/mockups of no greater than (10) fixtures each in four separate city locations. Specific locations will be determined in collaboration with the City of Miami Beach. Mockups will be performed in accordance with all applicable code requirements.

Key Deliverables during this task:

- Submit Preliminary (50%) Operations and Energy Efficiency Report
- Submit Final (100%) Operations and Energy Efficiency Report
- Install Mockups to include no greater than 40 fixtures in four separate city locations

5. *Design a Computerized Maintenance Management System (CMMS) for urban lighting assets.*

The JCI Team will develop a design for the lighting system CMMS. The main function of the CMMS will be to enable status monitoring and management of the lighting system with real-time notifications of changes including light fixture malfunctions, alerts, updates, upgrades, and quality service monitoring. The CMMS will be compatible with the streetlight NEMA 7-pin receptacle and provide real-time monitoring capabilities of street light performance, control dimming and on/off of the light fixture.

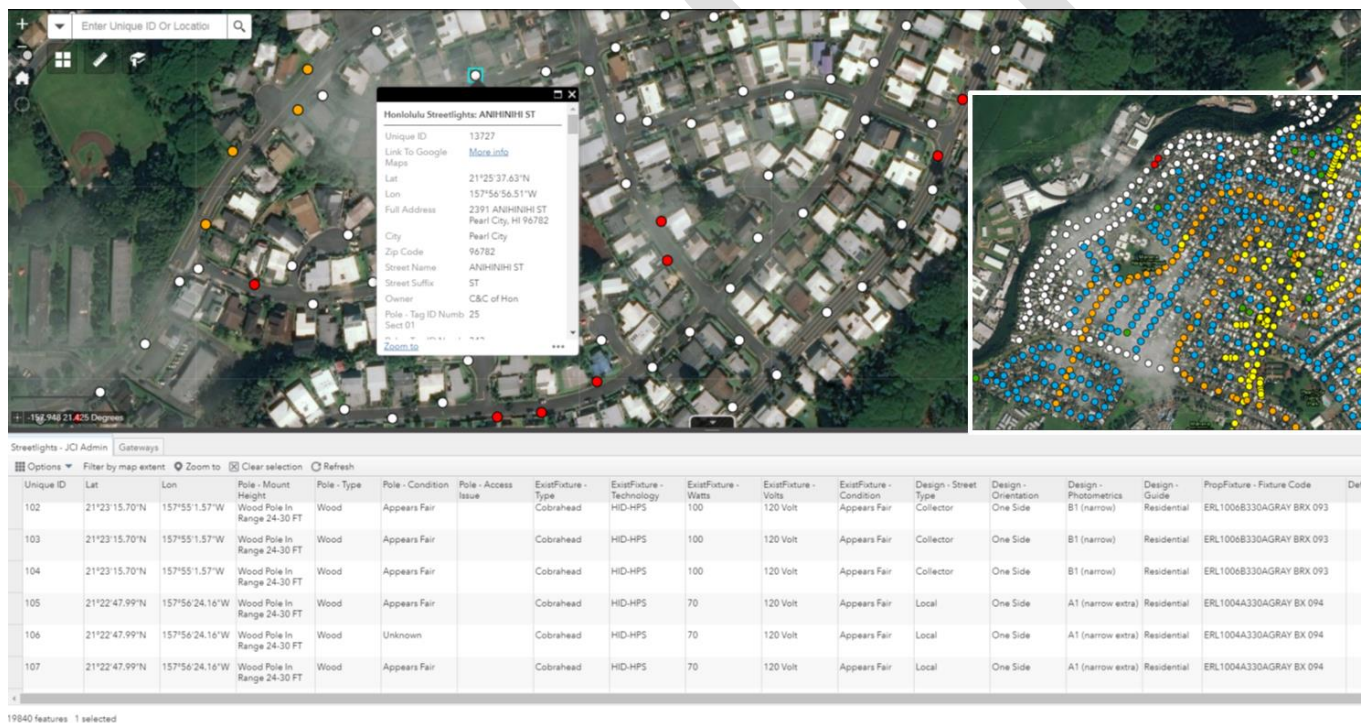
Key Deliverables for Urban Lighting Approach and Design:

- Submit Preliminary (50%) CMMS design
- Submit final CMMS (100%) design

6. Preliminary Upgrade Plan and Construction Plans for Architectural and Street Lighting Design Upgrades

The JCI team will develop preliminary lighting system upgrade plans which will include typical land use and neighborhood-specific street lighting design documents. This process will include the following tasks:

1. Inventory data from Task 2, Urban Lighting Inventory and Analysis, will be imported into a relational database.
2. Using JCI's customized, open platform, and project-specific GIS software, the locations of each fixture will be mapped out graphically with pins depicting each fixture/pole in the City's street light inventory.
3. The GIS software data will be exported in a format such that manufacturers can easily design fixture replacement options.
4. Photometric designs will be created for each proposed manufacturer's fixture design(s) for up to (5) five typical representative corridor types including: roadway, intersection, and sidewalk conditions, as well as up to (5) five typical representations of municipal owned spaces such as: parking lots, park and open space pathways, and other City-owned civic spaces.
5. The GIS software database will then be instrumental during the Phase 2 implementation as a construction management program for the citizen of City of Miami Beach, the City stakeholders, and the JCI team to provide real-time updates on the project status and scheduling.



Luminaire schedules and luminaire specification sheets will be incorporated for architectural mounting details. Luminaire and controls budgets will be prepared by the JCI team to develop a basis of design report, which will include citywide standards and branding opportunities and present findings of the urban lighting analysis. The basis of design report will advance recommendations that will help advance the City's initiatives around carbon and overall energy conservation, public safety, walkability and transit, aesthetics, economic development and transit-oriented development, as well as connectivity with the ability to develop a smart platform of smart city technology implementation.

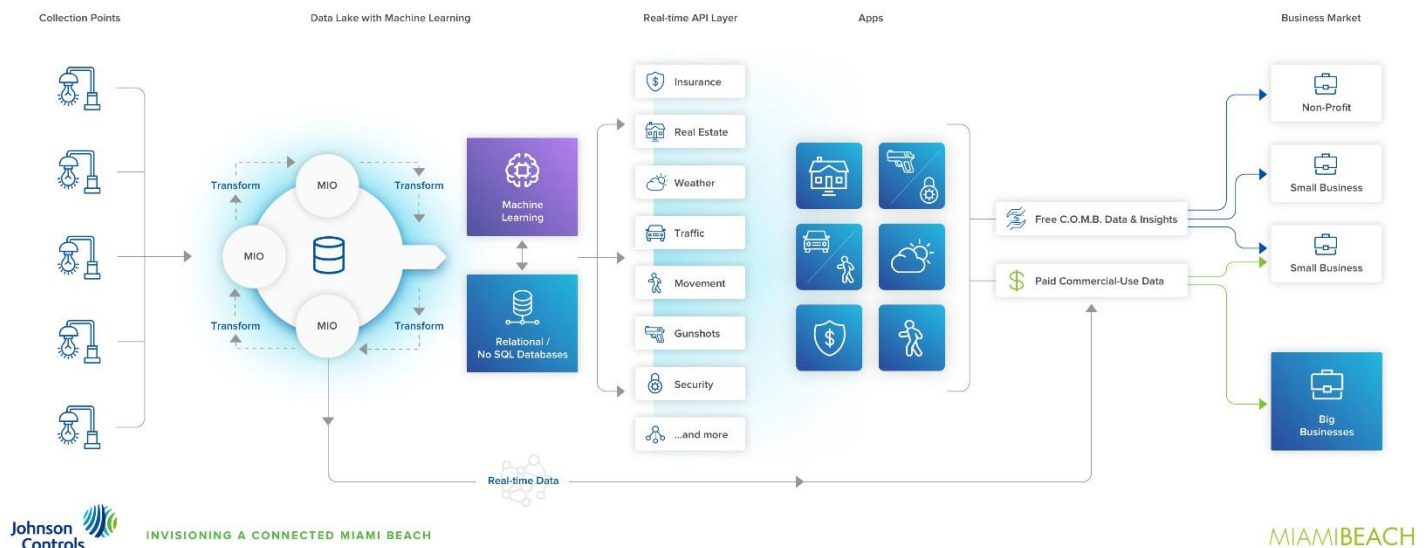
Key Deliverables for Preliminary Upgrade and Construction Plans:

- Submit Preliminary (50%) Lighting Design Deliverables
- Submit Final (100%) Lighting Design Deliverables

7. Revenue Generation

During the Ideation session, JCI will work with the City of Miami Beach to prioritize smart city technology and services that could include the following: smart transit, smart parking, enhanced safety and security, waste management, enhanced emergency response, citizen engagement platforms, and connected mobility. During Phase 1, JCI will identify the costs for implementation and potential revenue generation for smart city technologies and services. Potential revenue generating options include:

1. Leasing space on vertical assets – The market value for the City’s vertical assets (light poles) cannot be fully established until the Smart Street Lighting design is completed. Per State Statute, the models will reflect \$150 annually per pole to deploy small cell technology.
2. Public WiFi – Utilizing the Smart Lighting grid wireless access could be made available. There are several companies in the market that will operate this service for the right to sell advertising.
3. High speed data networks / streaming services – By including a fiber optic network in the Smart City plan the city will have the potential to lease space for network. There are several scenarios that would generate ongoing revenue for the City.
4. Data APIs and Actionable Insights- The Design and Data associated with a smart city provide opportunities to provide equitable access to certain City approved data sets free to the public. Additionally the Design and Data teams anticipate, depending upon the design and applications selected by the City, an opportunity to market several distinct data sets to local small businesses as well as corporations which consume such data and insights. These opportunities will be presented to the City for consideration.



During Phase I, JCI will combine the cost and revenue forecasts into a financial model to provide the City of Miami Beach with options for investment and revenue generation consistent with the City of Miami Beach budget and risk

objectives. JCI will work with the City to secure agreements for the revenue generating features that are included in the final design.

Key Deliverables for Financial Options:

- Preliminary (50%) Financial Plan and Models
- Final (100%) Financial Plan and Model

8. Connectivity Scope:

Bandwidth and connectivity are critical components of enabling smart city applications. Fiber connectivity provides the high capacity bandwidth necessary to stream high definition videos from camera systems, is essential for low latency network nodes critical to autonomous vehicle applications, and allows for the communication and integration of various IoT smart city devices. The JCI team will design and build a fiber optic network to interconnect each of the City light poles which will become the foundation of future smart city applications. The network design will include

- Analyze current utility easement locations.
- Walk out proposed fiber routes to determine installation routes based on existing infrastructure and other utilities
- Survey pole placement and access to poles from easement.
- Engineer any make ready necessary on poles
- Identify location of vault for each pole for fiber splice point access
- Coordinate with City Officials regarding interconnection to any city buildings to be included as part of the network design.
- Create a permit plan based on the network design with particular sensitivity to non-Miami Beach approvals needed in the network build including Department of Transportation (DOT), Army Corps of Engineers, FPL among other asset stakeholders located in Miami Beach
- Complete a CAD engineering drawing of Fiber to the Home (FTTH) network design to each node location.
- Produce a KMZ map of fiber route to connect fiber network to smart node locations.
- Create a time schedule for deployment of the fiber network based on the number of route miles and lead time associated with construction in areas governed by non-Miami Beach governing bodies (i.e. Department of Transportation).
- Connectivity Monetization Strategy. The JCI team will do a high-level assessment of wireless connectivity in the beach which will inform the basis for monetization from wireless carriers from installation of network nodes associated with densification and future 5G buildouts.
 - The JCI team will create a heatmap of wireless network congestion areas in Miami Beach.
 - The JCI team will cross reference this heatmap against lighting pole locations to identify the number of nodes that are possible locations which will be of value to the wireless carriers.
 - Create a financial model based on above information to support monetization of network from wireless carriers.
 - Identify other revenue opportunities associated with smart city applications.

Key Deliverables for Connectivity Scope:

- Plan for Pole placement and access to poles
- Present locations of vaults for each pole for fiber splice point access
- Permit plan
- CAD engineering drawing of Fiber to the Home (FTTH) network design to each node location
- KMZ map of fiber route to connect fiber network to smart node locations
- Time schedule for deployment of the fiber network

9. Financial Scope:

- Prepare cost savings analysis utilizing energy, operational, maintenance, and capital cost avoidance savings.
- Calculate and provide estimated environmental impacts, such as greenhouse gas reductions and equivalencies (trees planted, cars removed from road,) resulting from the LED street lighting conversion. Impacts will be calculated based on the estimated kWh reduction using conversion factors provided by the US EPA, US DOE, and/or other sources.
- Prepare options for the city revenue generation utilizing Smart City Services included in the final design. JCI will also assist the City in negotiating and securing contracts with the vendors that will provide these services.
- Project savings to be considered are as follows:
 - Electrical consumption (kwh), Electrical Demand (kW, on- and off-peak)
 - Utility Savings, marketing, distribution, and/or delivery costs
 - City material/commodity costs
 - Outside Maintenance Labor Costs
 - Existing contract cost savings throughout the project term or other cost savings attributable to the City's behavioral modifications, operating schedule, or efficiency/sustainability plan
 - Escalation rates for utilities, commodities, labor, maintenance, and material shall be the greater of 3% annually or the Consumer Price Index (CPI)
 - Utility rate structure adjustments (rate category change)
 - Deferred maintenance reduction and/or emergency repair costs
 - Capital Improvement Budget funds, capital contribution funds, and/or offset of future City costs
 - Utility Provider and/or State or Federal rebates or grants

Key Deliverables for Financial Scope include a specific list of Improvement Measures with the following information:

- Final savings calculations for energy, environmental impacts, operational, other savings for the smart street lighting project.
- Cost data and all other project related costs that will be used in the contract on a not to exceed cost basis.
- Draft version of the "Phase 2 Implementation Contract" for negotiation of final terms and conditions with the City.

- Delivery of a written final business case and design for smart street lighting based on a guaranteed maximum price to install the Phase 2 street lighting and connectivity infrastructure.

10. Records, Data and Assistance

During Phase 1, the City will furnish to JCI upon its request, accurate and complete data concerning current costs, budgets, lighting requirements, future projected loads, operating requirements, collective bargaining agreements, and other information as requested. More specific information requested by JCI is included in Appendix A. JCI will provide a separate document with the required information and the City shall make every effort to provide that information within 5 days of request. The City agrees to provide its complete cooperation in assisting JCI in conducting and completing its Work in order to facilitate the City's review and approval and effectively manage cost and risk.

11. Preparation of "Implementation Contract"

Along with the other Scope of Work required under this Agreement, JCI will develop the framework of the subsequent Implementation Contract and the Financing Agreement if applicable. These Agreements shall be co-developed by JCI and the City during Phase 1. These documents will vary dependent upon the City's desired structure, but where possible shall be standardized JCI documents for most expedient delivery.

Scope Items anticipated for Phase 2 to be addressed in the Implementation Contract:

- Construction plan and associated costs for Implementation
- Preliminary Electrical, Mechanical Performance and Maintenance Plan:
 - General overview of a Maintenance Plan for the Project.
 - Resources, including equipment, facilities, materials and staff necessary and available.
 - Work, methods, and procedures specific to the different tasks, including innovative techniques and practices.
- Description of the CMMS system and associated implementation plan
- Quality Management:
 - Quality policy and quality control regime for design quality management, construction quality management, operations and maintenance quality management.
 - Processes for nonconformance review and disposition, including the approach for the development of a nonconformance Tracking system, its required components and corrective and preventative action response strategies for non-conformances.
 - Approach to interface key management activities (such as design, construction, operations, maintenance, etc.) with each other and with the quality management system, including the reporting and internal governance within and between all activities.
 - Quality management process for technologies used for this project
- Project Management:
 - Safety Management including detailed narrative, charts, pictures and other representations that describe how JCI intends to address work zone safety, worker protection, public safety, emergencies, and disasters

- Traffic Management including detailed narrative that describes the approach to managing public and construction vehicle traffic during the Project term. JCI shall describe traffic control provisions, specific to the project, which will demonstrate an understanding of relevant traffic standard, JCI obligations and a description of key procedures and necessary resources.
- Risk Management - JCI shall provide a detailed narrative that describes: Any potential issues or risks that may affect the progress, implementation or success of the Project. Company mitigation techniques and procedures
- Financial plan for Implementation of Phase 2

12. Price and Payment Terms

Pricing and fees for Phase 1 services

Client agrees to pay to JCI for the services outlined in sections 1 through 13, the **sum of \$3,038,347** in accordance with the following payment schedule:

June 15, 2018	\$911,504
July 15, 2018	\$187,867
August 15, 2018	\$366,817
September 15, 2018	\$334,578
October 15, 2018	\$463,060
November 15, 2018	\$314,691
December 15, 2018	\$269,430
January 15, 2019	\$131,133
February 15, 2019	\$59,268

Client agrees to pay JCI fees in accordance with the mutually determined schedule for each revenue generation agreement that JCI helps to negotiate and secure.

13. 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"). 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 the project, 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.

14. Indemnity and Insurance

JCI and the City agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the City agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the City will be responsible to the other for any special, indirect, or consequential damages.

15. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

16. Confidentiality

This agreement creates a confidential relationship between JCI and the City. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

To the extent permitted under Florida's public records law, JCI and the City understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated City representative and shall provide information regarding this project to only those persons approved by the City. JCI will be notified in writing of any changes in the designated City representative.

17. Timeline

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the timeline shown below.

- Signed Project Development Agreement

May 16, 2018

- | | |
|---|---|
| • Ideation Session #1 | July 12, 2018 |
| • JCI to complete Project Development, and provide firm costs | January 17, 2019 |
| • Finalize Agreements and begin Phase 2 Implementation | February 15, 2019 |
| • Anticipated Completion (Phase 2) and begin System Operation | TBD based on Final Agreed Phase 2 Scope |

18. Exclusions/Assumptions/Exceptions

- Pricing estimate assumes 9000 lights. Price will be adjusted if actual inventory exceeds this amount.
- Current pricing excludes design of emergency and egress lighting systems.
- Pricing assumes that other than meter upgrades, no design modifications will be required except replacement as necessary for the lighting circuits.
- It is assumed that the City of Miami Beach has an extensive database of the lighting assets in place
- Assumes Citelum urban lighting analysis report is available for use for urban lighting analysis.
- The City of Miami Beach will provide the JCI team with maps of the City of Miami Beach owned, operated, and maintained properties in scaled parcel maps or as-built drawings, either in PDF or CAD form. This scope does not include work on lands owned, operated, and maintained by private owners, nor does this scope include properties or public rights-of-way owned, operated, and/or maintained by other local, county, and state jurisdictions outside of the City of Miami Beach. It is also assumed this scope does not include the City of Miami Beach leased-spaces, building, or lands where the City of Miami Beach does is not the owner, operator, or maintainer.
- Assumes lighting for analysis is all city-owned light fixtures, excludes utility-owned lights and any other lights owned by other entities like state/county lights. We assume that all lighting falling under the jurisdiction of the City of Miami Beach is included in this effort. This includes not only corridors, but all city owned properties.

19. Other Agencies

The parties mutually agree that this Agreement to form may be utilized by the City any other “Agency”, as defined by F.S. 489.145 or F.S. 1013.23, to enter into their own Project Development Agreement with JCI. Other agencies electing to utilize this agreement shall negotiate their specific scope, terms, conditions, and additional schedules, directly with JCI in all respects. Client will in no way be liable for the other agency’s agreement.

20. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the City and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the City. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

JCI shall commence Work upon execution of this Agreement. This document serves as City’s Notice to Proceed.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

City of Miami Beach

Johnson Controls, Inc.

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality

By: _____

City General Counsel

Date: _____

DRAFT

SAMPLE CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Northwest Florida State College	Change Order No.		Date (mo/day/yr)
Customer Northwest Florida State College			
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.			(mo, day, yr)
The new completion date resulting from this Change Order is:			
[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.			
JOHNSON CONTROLS, INC.		CUSTOMER	
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		

Summary of Deliverables and Dates

Project Management and Engagement Plan:

Mobilization	6/1/2018
Kickoff Meeting	6/7/2018
Phase 1 Project Execution Plan / Timeline	6/12/2018
Ideation Session with Recommendations to Implement in Phase 2	7/12/2018
Informational & Key Stakeholder Presentation Sessions	TBD July/August 2018
Technical Review Sessions	TBD July/August 2018
Collateral and Messaging for Residents	TBD July/August 2018

Perform Urban Lighting Inventory and Analysis

Perform a 100% street lighting system inventory (up to a maximum of 9000 poles)	8/31/2018
Submit Preliminary (50%) Urban Lighting Analysis Report	9/5/2018
Submit Final (100%) Urban Lighting Analysis Report	9/21/2018
Review of Urban Lighting Analysis Report w/ City Manager's Office	9/28/2018

Develop Citywide Lighting Standards

Develop Preliminary (50%) Citywide Lighting Standards	7/31/2018
Develop Final (100%) Citywide Lighting Standards	8/24/2018
Review of Citywide Lighting Standards Report w/ City Manager's Office	8/31/2018

Develop Urban Lighting Approach and Design

Install Mockups to include no greater than 40 fixtures in four separate city locations	10/26/2018
Submit Preliminary (50%) Operations and Energy Efficiency Report	11/29/2018
Submit Final (100%) Operations and Energy Efficiency Report	1/10/2019
Review of Operations and Energy Efficiency Report w/ City Manager's Office	1/17/2018

Design a Computerized Maintenance Management System (CMMS) for urban lighting assets.

Submit Preliminary CMMS design	12/13/2018
Submit final CMMS design	1/10/2019
Review of CMMS design w/ City Manager's Office	1/17/2018

Preliminary Upgrade Plan and Construction Plans for Architectural and Street Lighting Design Upgrades

Submit 50% Lighting Design Deliverables	12/13/2018
Submit 100% Lighting Design Deliverables	1/10/2019
Review of Lighting Design Deliverables Package w/ City Manager's Office	1/17/2018

Revenue Generation and Financing

Submit Preliminary (50%) Financial Plan and Models	12/13/2018
Submit Final (100%) Financial Plan and Models	1/10/2019
Review of Final (100%) Financial Plan and Models w/ City Manager's Office	1/17/2018

Smart City Services Roadmap

Draft (50%) Implementation plan	12/13/2018
Final (100%) Implementation plan	1/10/2019
Review of Final (100%) Implementation Plan w/ City Manager's Office	1/17/2018

Connectivity Scope:

Submit Preliminary (50%) Connectivity Design Package	12/13/2018
Submit Final (100%) Connectivity Design Package	1/10/2019
Review of Final (100%) Connectivity Design Package w/ City Manager's Office	1/17/2018

Financial Scope:

Final savings calculations for energy, environmental impacts, operational, other savings for the smart street lighting project.	1/10/2019
Cost data and all other project related costs that will be used in the contract on a not to exceed cost basis.	1/10/2019
Draft version of the "Phase 2 Implementation Contract" for negotiation of final terms and conditions with the City.	1/10/2019
Delivery of a written final business case and design for smart street lighting based on a guaranteed maximum price to install the Phase 2 street lighting and connectivity infrastructure	1/10/2019
Review of Final Deliverables and Implementation Contract w/ City Manager's Office	1/17/2018

Appendix A

The following Items are requested of the City to perform the Detailed Development Phase:

#	Description	Completed
1.	Utility Bills information for each street lighting account -12 months required, 36 months preferred – Most recent consecutive monthly data important to analysis -Copies of bills provide both usage and cost/rates which is important to analysis	
2.	Current Service Contract Information and operational records for street lighting maintenance applicable to this project	
3.	List of deferred maintenance items and/or list of service requests and/or external service costs	
4.	Hazardous Materials – copies of all Lead Paint surveys.	
5.	Access to City street lighting infrastructure database and data from Citelum Report	
6.	3 or 5 year capital improvement plan to understand improvements already planned	
7.	Roadway and infrastructure renovation, addition or demolition plans for the included areas within the next 5 years.	
8.	Access to City's Information Technology (IT) Staff for any additional items required	