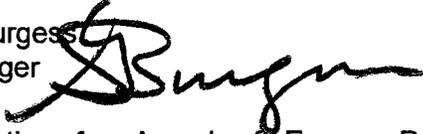


Memorandum



Date: June 9, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Recommendation for Award of Energy Performance Contract at Miami International Airport's Main Terminal to FPL Services, LLC.

| |
|--------------------------------|
| GO Agenda Item No. 4 (F) |
|--------------------------------|

RECOMMENDATION

It is recommended that the Board approve the attached Energy Performance Contract in an amount not to exceed \$6,528,096 to FPL Services, LLC (FPLS) for work to be performed at Miami International Airport's Main Terminal. This recommendation has been prepared by the General Services Administration (GSA) at the request of the Miami-Dade Aviation Department (MDAD).

BACKGROUND:

On July 1, 2008, via Resolution R-740-08, the Board of County Commissioners approved the establishment of an Energy Performance Contracting (EPC) Program for Miami-Dade County. The EPC program enables the County to use private energy services companies, or ESCOs, to identify recommendations for reducing the energy consumption of County facilities and equipment. These projects – if approved by the County – are performed in a turn-key fashion by the ESCOs, who must guarantee that the projected savings in County utility and maintenance expense will meet or exceed all project costs, including any financing costs. As approved by the Board, the program utilizes the pool of ten ESCOs established by the State of Florida in State Contract 973-320-08-01.

The above-described contract replaces the County's previous EPC program, which was approved under Contract 168A by the Board in 1988 for a five-year term, with five one-year renewal option periods. That contract expired in June 2008. FPLS was one of three ESCOs performing services under Contract 168A. It is also one of the ten firms in the State pool utilized by the County in the current EPC program.

It was under Contract 168A that FPLS was first authorized to proceed with the energy audit of Terminal E, Concourse E, Satellite E, Terminal F, Concourse F, Terminal G, Terminal H and Concourse H at Miami International Airport (MIA). The size of area and number of building systems, equipment and fixtures to be assessed made the audit an extremely complex and lengthy process. In September 2006, the need to delay the audit of some areas due to ongoing construction projects, as well as lengthy delays incurred in securing appropriate federal security clearances for FPLS to enter some of the affected areas, led to a decision to separate the original scope of work into two parts. The first audit was completed and submitted to County staff in June 2007. Following a thorough review by staff and receipt of a revised audit, a work order to proceed with the approved project was issued August 30, 2007.

Following that approval, FPLS continued to work on the audit of the remaining areas in the original scope of services. Although diligent effort was made, FPLS was unable to complete the second audit prior to the end of the contract term in June 2008. The audit was ultimately submitted in September 2008.

Due to the expiration of Contract 168A, the second phase of the EPC project cannot be authorized under that contract; however, as stated above, FPLS is also one of ten ESCOs in the vendor pool for the County's current EPC program. Subsection (4)(d) of Chapter 489.145 Florida Statutes, which regulates guaranteed energy performance savings contracting, requires that performance savings contractors be selected competitively, in compliance with Chapter 287.055 F.S., unless it can be shown that fewer than

three firms are qualified to perform the required services. That is the case in this situation. No ESCO other than FPLS is in a position to implement (and guarantee the results of) any improvements without completing an investment grade energy audit. Such an audit, along with the securing of the requisite federal security clearances, cannot realistically be completed in less than 15 to 18 months.

The financial impact of the above delay would run into the tens of thousands of dollars in lost electrical and maintenance savings, as well as delay critically needed lighting improvements in the terminal and concourse areas. In addition, the County would immediately reap the benefits of the newer equipment, with manufacturer warranties, improved reliability and reduced maintenance interruptions. As has been demonstrated by the lighting improvements already completed under the first phase of the Terminal project, lighting levels and aesthetics have significantly improved the customer experience. The improvements also bring the affected areas into compliance with the Energy Policy Act of 2005 (effective January 2008) by removing existing mercury vapor lighting fixtures. The recommended improvements, which not only save energy but remove mercury from the area, also increase our compliance with County Ordinance 07-65, approved by the Board on May 8, 2007, which established the Sustainable Buildings Program. Finally, use of the existing survey makes this a "shovel-ready" project and contributes immediately to the County's overall economical stimulus effort.

It is therefore recommended that the attached contract with FPL Services, LLC be approved. Pertinent information regarding the contract is summarized below.

- COMMISSION DISTRICT:** District 5
- COMMISSION DISTRICTS IMPACTED** Countywide
- PROJECT NAME:** Energy Performance Contract for the Main Terminal and Concourses at Miami International Airport, Phase 2
- CONTRACT AUTHORITY:** State of Florida Contract 973-320-08-01
Energy Performance Contracting Program, authorized by Resolution R-740-08
- PROJECT DESCRIPTION:** The scope of work will include replacement of the lighting fixtures at all or portions of Terminals A, B, C, E, F, G and H, Concourses E, F, G and H and Satellite E of Miami International Airport, and the installation of a Photovoltaic Power system at the same facility. A total of 18,552 fixtures will be either completely replaced or retrofitted through this contract. The scope also includes the complete installation of a 40kW DC capacity Solar Photovoltaic power system (solar panels).
- The services will include energy auditing, design, specifications, permits, purchase, installation, commissioning, measuring and verification of the results, training, and annual reporting on the savings achieved.
- USING/MANAGING DEPARTMENT:** The project will be performed in facilities operated by the Miami-Dade Aviation Department. The Energy Performance Contracting Program is administered by the General Services Administration. The GSA Project Manager is Reinaldo Abrahante, Engineer 3.

CONTRACT AMOUNT: \$6,528,096

DELEGATION OF AUTHORITY: In addition to the authority to execute and implement this contract, which is consistent with those authorities granted under the Code of Miami-Dade County, the County Mayor or County Mayor's designee is also authorized to approve project financing terms, enter into leases or other financial arrangements with Third Parties, authorize escrow payments for completed project milestones, exercise termination provisions, and determine substantial completion of project.

OPERATIONS COST IMPACT/FUNDING: The implementation of this contract is expected to result in a reduction of electricity costs at this facility of \$690,000 per year, averaged over the next twelve years.

MAINTENANCE COST IMPACT/FUNDING: The implementation of this contract is expected to result in a reduction of maintenance costs at this facility of \$77,000 a year, averaged over the next twelve years.

FUNDING SOURCE: Operating Revenues. The costs of this contract are guaranteed by FPLS to be covered by the reduction in energy and maintenance costs. As a result, no increase in funding, either capital or operating, is required for this project.

PTP FUNDING: No

GOB FUNDING: No.

AGREEMENT PERIOD: Eighteen months for construction, followed by a twelve-year "Energy Warranty Period" (during which savings are guaranteed).

PRIME CONTRACTOR: FPL Services, LLC.

COMPANY PRINCIPAL: Greg Hanlon, Vice President

COMPANY ADDRESS: 6001 Village Boulevard
West Palm Beach, Fla. 33407



Wendi J. Norris, Director
General Services Administration

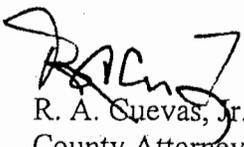


MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: July 7, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING, AS PROVIDED FOR IN CHAPTER 489.145, SUBSECTION (4)(D) FLORIDA STATUTES, AND EXECUTION OF AN ENERGY PERFORMANCE CONTRACT WITH FPL SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$6,528,096, FOR WORK TO BE PERFORMED AT THE MIAMI INTERNATIONAL AIRPORT'S MAIN TERMINAL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, on July 1, 2008, via Resolution R-740-08, the Board of County Commissioners approved the establishment of an Energy Performance Contracting Program for Miami-Dade County; and

WHEREAS, the work to be performed by FPL Services, LLC meets all requirements of the County's Energy Performance Contracting Program, and FPL Services, LLC is an approved vendor for that program; and

WHEREAS, Chapter 489.145, Subsection (4)(d) Florida Statutes permits the Board to waive the requirement to select guaranteed energy, water, and wastewater performance savings contractors in compliance with Chapter 287.055 F.S., if fewer than three firms are qualified to perform the required services; and

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby waives competitive bidding, as provided for in Chapter 489.145, Subsection (4)(d) Florida Statutes, and approves the award of an Energy Performance Contract to FPL Services, LLC, in an amount not to

exceed \$6,528,096, for work to be performed at Miami International Airport's Main Terminal, in substantially the form attached hereto; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

| | |
|---------------------------------|--------------------|
| Dennis C. Moss, Chairman | |
| Jose "Pepe" Diaz, Vice-Chairman | |
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

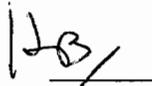
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

6

ENERGY PERFORMANCE CONTRACT

By and Between

MIAMI-DADE COUNTY

and

FPL SERVICES, LLC.

April 27, 2009

***MIAMI INTERNATIONAL AIRPORT
TERMINALS/COUNCOURSES PHASE TWO PROJECT***

7

**GUARANTEED ENERGY PERFORMANCE SAVINGS CONTRACT
By and Between FPL Services and Miami-Dade County**

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GUARANTEED ENERGY PERFORMANCE SAVINGS CONTRACT

This Guaranteed Energy Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at 111 NW 1st Street, in the County of Miami-Dade, State of Florida, by and between FPL Services, LLC ("Company"), having its principal offices at 6001 Village Blvd., West Palm Beach, FL. 33407, and Miami-Dade County ("County") with its principal offices at 111 NW 1st Street, Miami, FL 33128, for the purpose of installing certain equipment, and providing other services designed to reduce energy consumption and energy related operating costs for the County.

RECITALS

WHEREAS, on January 1, 2008, the Company and the Florida Department of Management Services entered into State Term Contract No. DMS 973-320-08-1, authorizing the Company to perform work for the State of Florida and other eligible users under the "Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act" as set forth in § 489.145, Florida Statutes (the "Act"); and

WHEREAS, the Miami-Dade Board of County Commissioners approved Resolution R-740-08, authorizing contracting with the various firms in the vendor pool listed in the above mentioned State Contract.

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

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

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

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

WHEREAS, Company has made an assessment of the energy performance characteristics of the facilities and existing Equipment described in Schedule B, which the County has approved; and

WHEREAS, the Parties desire that Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the County and the Company agree as follows:

SECTION 1. DEFINITIONS.

SECTION 1.1 DEFINITIONS.

The following terms have the meanings specified below unless the context clearly requires otherwise:

“County” means Miami-Dade County, Florida.

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

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

“Baseline” means the County’s energy consumption for each CM Group. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule E (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule F.

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

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

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

“Cost Savings” means the measured reduction in the cost of energy and stipulated operation and maintenance, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule F, which will include a minimum real return on investment calculation and a specification of a benchmark cost of capital.

“Equipment” means all items of property described in the Schedule A (Conservation Measures to Be Installed by the Company) and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

“Facilities” means the County-owned facilities as described in the first paragraph of this Contract and reflected on Schedule B, Description of Facilities. A Facility must be a distinct auditable unit.

“Fiscal Year” means the annual period from October 1st to September 30th.

“CM Group” means each group of CMs or other deliverables as listed in Schedule A. A CM Group may not be smaller than an auditable unit or greater than a facility. With respect to each CM Group, this Contract, together with County Certificate of Acceptance, and the fully executed Description of Facilities relating thereto, shall constitute a separate contract relating to each CM Group. With respect to any CM Group, the payment due from the County to either Company, or a Lender under any Financing Agreement is shown in the Schedule D (Compensation to Company and Deliverables).

“Guarantee” means Company’s guarantee reflected on Schedule C (Energy Savings Guarantee), whereby Company guarantees that the savings will meet or exceed the costs of the CMs and the estimated cost savings established under this Contract.

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

“Investment Grade Energy Audit” or **“Audit”** means the detailed energy audit performed by the Company, along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits prior to entry of this Contract. The Audit includes a narrative describing and justifying the need for the CMs. The Audit is attached as Appendix A and has been accepted by the County.

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

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

“Parties” means both the County and the Company collectively.

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

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

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1.

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

- 1- This Contract
- 2- All Schedules and Appendixes listed in the Table of Contents
- 3- The State Term Contract [*currently 973-320-08-1*] (Appendix B)
- 4- The Investment Grade (Technical) Energy Audit (Appendix A)

Section 2.2. Investment Grade (Technical) Energy Audit.

The Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities attached as Appendix A and dated October 2008, which have been approved and accepted by the County. The Investment Grade Energy Audit includes all Conservation Measures agreed upon by the Parties.

SECTION 3. TERM OF CONTRACT

Section 3.1 Initial Term; Interim Period.

Each CM Group shall have its own individual Term. The Term shall begin on the date this Contract becomes fully executed and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7 shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2 Renewals.

The Term shall automatically renew for each successive Fiscal Year subject to the County making sufficient annual appropriations based upon continued realized savings provided, however, the Term shall not extend beyond the earlier of (i) the effective date of termination under Section 7 of this Contract; or (ii) twenty (20) years after the Commencement Date.

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs

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

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

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

Section 4.2 Acceptance of CMs.

(a) When the Company considers the CM Group to have been substantially completed in accordance with all contractual requirements, the Company shall provide the County with a written request for a substantial completion inspection. Within ten (10) business days from receipt of the Company's written request, the County will make an inspection to determine whether the CM Group installation is complete. If the County determines the CM Group installation is not complete, the County will provide the Company with a specific material performance deficiency list of all items that must be corrected or completed before the County would consider the CMs complete.

If the Company receives a deficiency list and once the Company has completed all items on the deficiency list, Company can request a second inspection by the County to verify the CM Group to be installed is complete. Again, the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days. When the CM Group to be installed is considered completed, and the County has received from the Company all appropriate certificates of title, the County will provide the Company a written document of approval of substantial completion.

(b) The Parties intend that the County's Acceptance of Substantial Completion will be executed for each CM Group installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that County may require use of some installed and completed CMs prior to the completion of all CMs. In such situations, the Parties will conduct acceptance inspections and Certificates of Acceptance of CM as described above, for that CM Group to be installed which is being operated and the County is receiving beneficial use. Except as specified elsewhere, any maintenance and repairs due to ordinary wear and tear caused by such use will be made at the expense of the County.

Section 4.3 Records and Data

(a) The County has furnished or shall furnish to Company, upon its request, all of its records and complete data concerning energy usage for the Facilities described in Schedule B. During the Term, the County will provide the Company data on bills relevant to CMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.3(b) and 5.3 below.

(b) The reports to be issued by the Company to the County are more particularly delineated in Schedule D, Deliverables. At a minimum, Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule F (Savings Calculation Formulae).

(c) The Company shall also furnish the County with a full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the CMs.

(d) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, the County for its use before any additional payments are made for any reason.

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

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

Section 4.4 Training.

The Company shall conduct the training program described in Schedule H (Company's Training Responsibilities) hereto. The training specified in Schedule H must be completed prior to final acceptance of the CM. Company shall provide ongoing training whenever needed with respect to updated or altered equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to County.

Section 4.5 Permits and Approvals.

The Company shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the CMs and for the performance of its obligations hereunder. The County shall cooperate with the Company in obtaining all such permits and approvals. In no event shall the County, however, be responsible for payment of any permit fees. The equipment furnished by the Company shall conform to all federal, state and local code requirements. The Company shall furnish copies of each permit or license which is required to perform the work to the County before the Company commences the portion of the work requiring such permit or license.

SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy Performance Savings Guarantee.

The Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Conservation Measures and the estimated cost savings set forth in the Audit pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the County for the contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. The Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule F, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule C and has been structured so as to be sufficient to cover any and all annual payments required to be made by the County as set forth in Schedule D (Compensation to Company).

Section 5.2 Measuring Cost Savings.

The Parties will measure the Cost Savings using the cost savings formula set forth in Schedule F and the monitoring and verification plans. The Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply. The Cost Savings shall be based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*.

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, the Company is required to provide to the County an annual reconciliation of the Cost Savings. Within sixty (60) days after each year from the Commencement Date, the Company will deliver to the County's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, the County will have sixty (60) business days to accept or reject the report. The County shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. The Company shall have sixty (60) business days to cure such deficiency and deliver to the County a corrected reconciliation report. If the County fails to reject a report (including corrected reconciliations) within 60 business days of receipt of all required documentation, County shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 60th business day period, unless a longer acceptance period is mutually agreed upon in writing.

(b) Annual Shortfalls. If the Annual Reconciliation reveals a shortfall in guaranteed Cost Savings, the Company is liable for such shortfall and shall pay to the County the amount of the shortfall, together with interest equal to that provided in any financing agreement from the time the Annual Reconciliation first revealed a shortfall and the time of repayment. The County shall submit to the Company a written statement as to the amount of the shortfall (Shortfall Payment Demand) to the extent the Annual Reconciliation or a County M&V Plan review reveals such shortfall, which may be incorporated into the County's response to the Company's Annual Reconciliation. The Company shall remit such payments to the County within sixty (60) days of written notice by the County of such monies due. If the Company fails to make such payment to the County within 60 days after demand therefore, the County will demand payment pursuant to the security instrument identified in Exhibit II (Corporate Guarantee).

(c) Annual Excess Savings. Any annual excess savings will accrue to the County.

Section 5.4 County Payment.

The County shall allow draws from a pre-established escrow account to go to the Company as set forth in Schedule D (Compensation to the Company and Deliverables), based on completed milestones previously established, and once the project is completed to the extent that sufficient savings are being accrued to offset the due payments, pay the Lender pursuant to a separately established Financing Agreement. All other payment and contract provisions of § 287.058 (1) Florida Statutes, are incorporated herein by reference.

The County shall not be required to allow any payments to go to the Company under this Contract unless and until the work required under a particular milestone has been completed to the County's satisfaction.

Section 5.5 Financing.

The Parties have agreed to pursue a separate Financing Agreement with a third party in order to allow the County to finance this acquisition. This vehicle will constitute the County's source of funding for its obligations under this Contract.

Section 5.6 Current Expense.

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

Section 5.7 Baseline Costs.

Actual savings are measured against baseline costs, the expenses that the County would have incurred had this project not been implemented. The parties agree that baseline costs shall be calculated using the Baseline set forth in Exhibit E, which has been based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*. Details of the Monitoring and Verification methodology shall be agreed upon by the Parties.

SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations.

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation. The County is subject to the appropriation of funds by its governing body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 County's Intent to Request Appropriations and Make Payments. The County intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. The Parties acknowledge that appropriation for such payments is a governmental function that the County cannot contractually commit its governing body to perform and this Contract does not constitute such a commitment. However, the County reasonably believes that money in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit continued utilization of the CM's in the performance of its essential functions during the applicable terms.

Section 6.3 Notice of Non-Appropriation.

The County shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this contract, provide prompt written notice to the Lender and any other affected parties of such and event.

Section 6.4 Return of Equipment.

Upon termination for Non-Appropriation under Section 7.1 or 7.2, the County shall no longer be responsible for the payment of any additional payments coming due in succeeding Fiscal Years. If requested by the Lender, and within thirty (30) days of such written notice, cause all equipment in a CM Group that the County is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to the Lender) to be returned to the Lender. Any other terms

and conditions regarding the Return of Equipment will be agreed upon between the County and the Lender under a separate Financial Agreement.

SECTION 7. TERMINATION

Section 7.1 Termination for Non-Appropriation.

This Contract shall immediately terminate with respect to each CM Group for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated. In the event that the appropriations has not been adopted by the governing body of County prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of the County pending enactment of a final budget makes available to the County money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of CMs.

In the event of a termination under Section 7.1 above, the Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining CMs. This election shall be made by written notice to the County within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, the County shall pay to the Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section the County shall comply with Sections 6.4 regarding the return of equipment.

Section 7.3 Termination Upon Default.

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

Section 7.4 Effect of Termination.

No CM Group Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties.

The Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance. A minimum warranty of one year in parts and labor shall apply to all the equipment, except that the Company further agrees to warranty certain specified equipment for longer terms, as mutually agreed and stated in Exhibit I,

Equipment Warranties. The Company further agrees to deliver to the County, for its inspection and approval, all such written warranties.

All warranties shall be transferable and extend to the County. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the Company from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

Section 8.2 Labor Warranties.

The Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with any County supplied specifications and standards.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by Company.

The Company shall hold and save the County, the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from Company's breach of this Contract or the Company's negligence.

Section 9.2 Indemnification by the County.

Both Parties recognize that County is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that the Company shall not be responsible for damages resulting solely and exclusively from the County's negligence.

Section 9.3 Limitation of Liability:

Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to the under its administrative codes.

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights.

The County shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the CM. The Company shall grant to the County all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for the County to continue to operate, maintain, and repair the CM in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment.

Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the County even if it is replaced or its operation made unnecessary by work performed by the Company pursuant to this Contract. The Company shall be responsible for the disposal of all equipment and materials designated by the County as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss.

Upon the issuance of a its acceptance of a CM Group, the County shall have all legal title to and ownership of all underlying equipment and Company shall take all actions necessary to vest such title and ownership in the County. Prior to this date, the risk of loss or damage to all items shall be the responsibility of the Company, unless loss or damage results from negligence by the County, and the Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4 Patent and Copyright.

The Company, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by the Company. The Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Company or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement and will afford the Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the Company may, at its options and expenses procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1 Maintenance Procedures.

The County agrees that it shall adhere to, follow and implement the maintenance procedures and methods of operation recommended in the equipment manufacturers' Maintenance Manuals, common and recommended industry practices, and any other mutually agreed maintenance procedures.

Section 11.2 Changes to CMs and Facilities by County.

To the extent the Company might be responsible for maintenance of equipment the County shall not move, remove, modify, alter, or change in any way the CMs or any part thereof without the prior written approval of the Company, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, County may take reasonable

steps to protect a CM if, due to an emergency, it is not possible or reasonable to notify Company before taking any such actions. In the event of such an emergency, the County shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by the Company. The County agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If the Company contends that the County is not performing its maintenance responsibilities or that the County has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then the Company shall submit a report to the County, upon which the County and Company shall mutually agree on what, if any, adjustments to the Baseline are to be made.

Section 11.3 Changes to CMs by the Company.

Notwithstanding anything to the contrary in this Contract or elsewhere, the Company shall at all times have the right, subject to County's prior written approval, which approval shall not be unreasonably withheld, to change the CM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CM, and any operational changes, or new procedures are necessary to enable the Company to achieve the savings at the Facilities (ii) The County operations are not unfavorably affected, and; (iii) any cost incurred relative to such modifications, additions or replacement of the CM, or operational changes or new procedures shall be the responsibility of the Company. All modifications, additions or replacements of the CM or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY INSURANCE

Section 12.1 Insurance.

At all times during the Term, the Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the CMs Contractor delivers and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than those established by the County's Risk Management Department for the type of type and size of the work.

Prior to commencement of work under this Contract, the Company will be required to provide the County with current certificates of insurance specified above. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to County.

The policies for Bodily Injury and Property Damage Liability Insurance shall be written to include Contractual Liability Insurance to protect Company against claims from the operations of subcontractors. Certificates of Company's insurance containing evidence

of the Hold Harmless Clause protecting the County shall be filed with the County and shall be subject to its approval for adequacy of protection.

Section 12.2 Damage.

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

SECTION 13. BOND

Section 13.1

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

(a) Construction Bond: The Company shall furnish a Construction Bond, for the full cost of the project. The Construction Bond shall remain in effect until the CM is accepted by the County.

Section 13.2 Bond Provisions.

The following provisions shall apply to the bonds in this Section:

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

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

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

(d) To be acceptable to the County as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

SECTION 14. EVENTS OF DEFAULT

Section 14.1

The following are events of default under this Contract:

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

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

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

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults.

Each Party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2 Remedies upon Default by the County.

If a default by the County is not cured in accordance with Section 15.1, the Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.2 Remedies Upon Default by the Company.

If a default by the Company is not cured in accordance with Section 15.1, the County shall have the following remedies in law or equity:

(a) The County may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy,

(b) The County may take any and all steps necessary to cure the Company's default including the hiring or contracting of third parties to fulfill Company's obligations. In the event the County takes any action to effect such cure, the Company shall be obligated to reimburse the County for its costs and expenses, pursuant to any applicable County organizational procedures.

SECTION 16. ASSIGNMENT

Section 16.1 Assignment by the Company.

The Company acknowledges that the County is induced to enter into this Contract by, among other things, the professional qualifications of the Company. The Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the County; provided the Company can, without prior approval from the County, assign this Contract to its parent or affiliate companies.

The Company may, with prior written approval of the County, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, Company shall remain jointly and severally liable with its assignees(s), or transferee(s) to the County for all of its obligations under this Contract.

Section 16.2 Assignment by the County.

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

SECTION 17. ARBITRATION

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

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

SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1 Mutual Representations.

Each Party warrants and represents to the other that:

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

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

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

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

Section 18.2 County Representations.

The County hereby warrants and represents that:

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

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

Section 18.3 Company Representations.

Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

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

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

SECTION 19. MISCELLANEOUS

Section 19.1 Waiver of Liens.

The Company will obtain and furnish to the County a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each CM. Should liens or claims be filed against the Facilities by reason of the Company's acts or omissions, the Company shall cause same to be discharged by bond or otherwise within ten (10) days after filing.

Section 19.2 Compliance with Law and Standard Practices.

The Company shall perform its obligations in compliance with any applicable Federal, State and Local laws and regulations in accordance with sound Engineering and Safety practices, and in compliance with any County safety rules and practices. Upon discovery of the suspected or real presence of asbestos, and in determining the need by the Company of disturbing such asbestos as part of the Work, the Company shall immediately notify the County of such discovery. The County will quickly endeavor to identify and, if necessary, remove asbestos, following the County's established procedure, to the extent necessary for the Company to safely perform its work, or to a further extent if the County deems necessary or preferable..

The Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause County any cost, loss, obligation or liability or expose County to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Section 19.3 Independent Capacity of Company.

The Parties agree that the Company, and any agents and employees of the Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the County.

Section 19.4 No Waiver.

The failure of the Company or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of the Company or the County.

Section 19.5 Severability.

In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.6 Complete Contract.

This Contract, including all Schedules, Exhibits and Appendices attached hereto, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the Parties.

Section 19.7 Further Documents.

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

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Section 19.8 Applicable Law.

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.9 Notice.

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. The County's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: Manny Rodriguez, Regional Sales Manager, FPL Services
9250 West Flagler, Miami, Florida, 33174

TO COUNTY: Reinaldo Abrahante, Engineer III, Miami-Dade County,
GSA Department, 200 NW 1st Street, Miami, Florida, 33128

Section 19.10 Statutory Notices and Requirements.

The County shall consider the employment by any Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes.

Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of this Contract.

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, County shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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Section 19.11 Public Records.

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

Section 19.12 Force Majeure.

Neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event the Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by the Company to the County in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by the County for any fees or expenses incurred by the Company by reason of such delay, and the Company shall use best efforts to perform its obligations during such period of delay, and notify the County of its abatement or cessation.

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

COMPANY:

COUNTY:

By: _____
[Signature]

By: _____
[Signature]

Title: _____
(Corporate Seal)

Title: _____

Date: _____

Date: _____

Schedule A
Equipment to Be Installed by Company

ECM - 1: ENERGY EFFICIENT LIGHTING

MIA Terminal A

Number of fixtures identified: 2,841

Number of fixtures included: 2,272

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Tandem Wire retrofit of existing fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast. By tandem wiring contiguous fixtures, the number of ballast in operation is cut in half.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.

- Lamp to lamp replacement of existing 60/100W incandescent lamps with 23W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Terminal A Exclusions:

- Compact fluorescent edge lit exit signs.
- Existing LED exit signs.
- Recessed fixtures containing (2) 26W compact fluorescent lamps.
- Recessed fixtures containing (1) 26W compact fluorescent lamp.
- Surface mounted fixtures containing (1) 9W compact fluorescent lamp.
- Linear fluorescent fixtures with existing T8 lamps and electronic ballasts with dimming capabilities.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Terminal B

Number of fixtures identified: 1,197

Number of fixtures included: 1,085

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.

- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Terminal B Exclusions:

- Compact fluorescent edge lit exit signs.
- Existing LED exit signs.
- Recessed fixtures containing (2) 26W compact fluorescent lamps.
- Recessed fixtures containing (2) 13W compact fluorescent lamps.
- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Surface mounted fixtures containing (1) 7W compact fluorescent lamp.
- Incandescent fixtures with dimming capabilities.
- Areas that are currently under renovation or under construction.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Terminal C

Number of fixtures identified: 376

Number of fixtures included: 359

As follows:

- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.

- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Terminal C Exclusions:

- Compact fluorescent edge lit exit signs.
- Existing LED exit signs.
- Recessed fixtures containing (1) 18W compact fluorescent lamp.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Terminal E

Number of fixtures identified: 3,368

Number of fixtures included: 3,265

As follows:

- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.

- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Install photoelectric cells for day lighting control in specified fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Lamp to lamp replacement of existing 40W incandescent lamps with 14W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Terminal E Exclusions:

- Compact fluorescent edge lit exit signs.
- Existing LED exit signs.
- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Incandescent fixtures with dimming capabilities.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Concourse E

Number of fixtures identified: 2,509

Number of fixtures included: 2,322

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Concourse E Exclusions:

- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Recessed fixtures containing (1) 13W compact fluorescent lamp.
- Recessed fixtures containing HPS lamps and magnetic ballasts.
- Areas that are currently under renovation or under construction. Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Satellite E

Number of fixtures identified: 2,287

Number of fixtures included: 2,206

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing compact fluorescent & MV HID down light fixtures using magnetic ballast in hard ceiling with Lithonia 2RT5X fixture using Sylvania 14W T5 lamps and Sylvania Multi-volt Series (<10% THD) electronic T5 ballast.

- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replacing 8' fixture using 2 F96 T12 lamps and magnetic ballast with 8' strip fixture using 2 54W T5HO lamps and electronic ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Satellite E Exclusions:

- Existing LED exit signs.
- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Incandescent fixtures with dimming capabilities.
- Areas that are currently under renovation, abandoned, or under construction.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Terminal F

Number of fixtures identified: 312

Number of fixtures included: 275

As follows:

- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.

- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Terminal F Exclusions:

- Existing LED exit signs.
- Exterior recessed fixtures containing HPS lamps and magnetic ballasts.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Concourse F

Number of fixtures identified: 2,130

Number of fixtures included: 2,016

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.

- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace incandescent surface mounted fixtures with surface mounted fixtures using (2) 13W compact fluorescent lamps and electronic ballast.
- Install photoelectric cells for day lighting control in specified fixtures.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Concourse F Exclusions:

- Existing LED exit signs.
- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Recessed fixtures containing (2) 13W compact fluorescent lamps.
- Recessed fixtures containing HPS lamps and magnetic ballasts.
- Surface mounted wall pack fixtures containing HPS lamps and magnetic ballasts.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

MIA Terminal G

Number of fixtures identified: 355

Number of fixtures included: 349

As follows:

- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Recessed fixtures containing (1) 13W compact fluorescent lamp.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

Concourse G

Number of fixtures identified: 866

Number of fixtures included: 855

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 3' T12/Magnetic Ballast systems with Sylvania T8 F025/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace incandescent surface mounted fixtures with surface mounted fixtures using (2) 13W compact fluorescent lamps and electronic ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.

- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Concourse G Exclusions:

- Existing LED exit signs.
- Recessed fixtures containing (2) 26W compact fluorescent lamps.
- Surface mounted flood fixtures containing HPS lamps and magnetic ballasts.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

Terminal H

Number of fixtures identified: 115

Number of fixtures included: 115

As follows:

- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.

Terminal H Exclusions:

- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

Concourse H

Number of fixtures identified: 1,037

Number of fixtures included: 978

As follows:

- Lamp for Lamp retrofit of 2' T12/Magnetic Ballast systems with Sylvania T8 F017/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of 4' T12/Magnetic Ballast systems with Sylvania T8 F032/841/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Lamp for Lamp retrofit of U-lamps T12/Magnetic Ballast systems with Sylvania T8 FB032/841/6/XPS/ECO fluorescent lamps and Sylvania Multi-volt Series (<10% THD) Electronic ballast QHE/x32T8 UNV ISLC Ballast.
- Replacement of existing MV HID down light fixtures using magnetic ballast in 2x2 ceiling grid with Lithonia 2RT5 fixture using Sylvania 24W T5HO lamps and Sylvania Multi-volt Series (<10% THD) electronic HO ballast.
- Replacement of existing HPS & MV HID down light fixtures using magnetic ballast with an induction fixture using a Sylvania 100W Icetron lamp and Sylvania electronic induction ballast.
- Retrofit of existing MV HID surface mounted fixtures using magnetic ballast with pulse start metal halide lamps and electronic ballast.
- Replace existing non-functioning fixtures containing T12/Magnetic Ballast combinations with Sylvania T8 Lamps 841 series and Sylvania Multi-volt Series (<10% THD) QHE/x32T8 UNV ISLC Electronic Ballast.
- Replace incandescent surface mounted fixtures with surface mounted fixtures using (2) 13W compact fluorescent lamps and electronic ballast.
- Replace existing standard wall switches in specified mechanical rooms with spring wound time switches.
- Lamp for lamp replacement of existing T12 tube guards with new T8 tube guards in existing fixtures.
- Lamp to lamp replacement of existing 60/100W incandescent lamps with 19W screw in self ballast compact fluorescents.
- Replacement of Incandescent and Fluorescent Exit Signs with LED Exits Signs.

Concourse H Exclusions:

- Existing LED exit signs.
- Recessed fixtures containing (2) 26W compact fluorescent lamps.
- Recessed fixtures containing (2) 18W compact fluorescent lamps.
- Surface mounted flood fixtures containing HPS lamps and magnetic ballasts.
- Recessed fixtures containing HPS lamps and magnetic ballasts.
- Recessed fixtures containing MH lamps and magnetic ballasts.
- Code repairs of electrical panels, junction boxes, conduits, ceiling grid/support that are not touched or modified (note: when a new fixture, other than the replacement fixture, is added, the area affected will be included).

ECM - 2: SOLAR PHOTOVOLTAIC SYSTEM

A grid connected, roof mounted, photovoltaic system totaling 44.4 kW (DC). It is to be mounted on the F-G Wrap Penthouse roof as follows:

- Penthouse 2: 12 kW (DC), 60 panels
- Penthouse 3: 12 kW (DC), 60 panels
- Penthouse 4: 8.4 kW (DC), 42 panels
- Penthouse 5: 12 kW (DC), 60 panels

Each Solar PV group listed above will have a combiner, manual disconnects, grid rated inverter, single phase recording kWh meter (with future LAN connection) and tied into an existing panel. The system will be generating 277V, single phase power via a total of 222 panels. In addition, each group will be secured to the roof via removable uni-strut type frames and anchor bolts. Installation of a ladder and safety tie-offs for each roof mounted group.

Schedule B

Description Of Facilities

The background data used in the development of this study is based on a thorough survey of the facilities, interviews with on-site staff, actual load data and analysis of historical utility consumption. Equipment and system data were obtained through a combination of recording of nameplates, metering devices, physical observations and drawings/schedules.

General Information and Background

MIA was opened to flights in 1928 as Pan American Field, the operating base of Pan American Airways Corporation, on the north side of the modern airport property. After Pan Am acquired the New York, Rio, and Buenos Aires Line, it shifted most of its operations to the Dinner Key seaplane base, leaving Pan Am Field largely unused until Eastern Airlines began flying there in 1934, followed by National Airlines in 1937.

In 1945, the City of Miami established a Port Authority and raised bond revenue to purchase the airport, now known as 36th Street Airport, from Pan Am. It was merged with an adjoining Army airfield in 1949 and expanded further in 1951. The old terminal on 36th Street was closed in 1959 when the modern passenger terminal (since greatly expanded) opened for service. Today, MIA ranks first in international air freight and third in international passenger traffic, among U.S. airports.

The main terminal at MIA is semicircular and has seven pier-shaped concourses, lettered A through H (B and C have been demolished as part of the on going North Terminal Expansion) in a counter-clockwise direction. Ticketing and departures are located on the upper level: immigration and baggage carousels are located on the lower level. Concourse E has a third-floor people mover that transports passengers to a satellite terminal.

The parking garages are located inside the terminal's curvature, and are connected to the terminal by overhead walkways.

At present, the terminal is being dramatically altered via the Airport's Capital Improvement Program (CIP). Through this program, the terminal and concourse areas on the north and south sides are being dramatically enlarged with the addition of over 3 million square feet and greatly increasing the number of aircraft gates. The Concourses A, B, C, and D, which primarily house American's flights, are being transformed into a single linear concourse. The A-D concourses are commonly referred to as the North Terminal. The other new area is referred to as the South Terminal. This consists of new terminal space east of the existing Terminal H area and a new Concourse J.

Lighting

From the site visits, it was determined that the lighting is composed of the following fixture types:

Note: The T-12 Fluorescent lamps are 34 Watts unless otherwise identified. The T-8 Fluorescent lamps are 32 Watts unless otherwise identified.

| Qty. | Terminal A - Fixture Description |
|------|---|
| 4 | 2'- 2 Lamp Cross Louver Fixture (With T8 Lamps And Magnetic Ballast) |
| 2 | 2'- 2 Narrow Troffer With T8 |
| 9 | 2'- 2 Lamp Strip Fixture |
| 12 | 3'-2 Lamp Cross Louver |
| 20 | 3'-2 Lamp Cross Louver (T8 Lamps And Magnetic Ballast) |
| 2 | 3'-2 Lamp Recessed Troffer (1x3) |
| 15 | 3'-2 Lamp Recessed Troffer (1x3) (With T8's Existing Magnetic Ballast) |
| 21 | 3'-2 Lamp Strip Fixture |
| 1 | 4'-1 Lamp Recessed Troffer (1x4) (With T8's Existing) |
| 122 | 4'-1 Lamp Strip Fixture (With T8's Existing) |
| 228 | 4'- 2 Lamp Cross Louver Fixture With Up Lighting (Existing T8 Lamps & Magnetic Ballast) |
| 13 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 25 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 3 | 4'- 2 Lamp Strip Fixture |
| 15 | 4'- 2 Lamp Strip Fixture (With T8's Existing) |
| 32 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 6 | 4'- 2 Lamp Strip Fixture (With T8's & Wire Guard Existing) |
| 2 | 4' 3 Lamp Recessed Troffer |
| 62 | 4'- 3 Lamp Recessed Troffer (With T8's Existing) |
| 560 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 1 | 8'- 2 Lamp (8' Lamps) Strip Fixture |
| 6 | Flood Fixture W/ 1-120 Watt Lamp |
| 1112 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 16 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 6 | Recess Can W/ 175 Watt Mercury Vapor Lamp |
| 71 | Recess Can W/ 1-26 Watt Compact Fluorescent Lamp |
| 117 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp |
| 11 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp (Structural Ceiling) |
| 42 | Recessed Square Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling Mounted) |

| Qty. | Terminal A - Fixture Description |
|-------|---|
| 14 | Recessed Square Fixture With 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 6 | Surface Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 155 | Surface Can W/ 9 Watt Compact Fluorescent |
| 10 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 48 | Exit Sign W/ 2-F6T5 Lamps (Edge Lit) |
| 20 | Exit Sign W/ Led Lamps |
| 2,789 | Terminal A Total |

| Qty. | Terminal B - Fixture Description |
|------|--|
| 8 | 2'- 2 Lamp Strip Fixture |
| 3 | 2'- 2 Lamp Strip Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 8 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 12 | 3'-2 Lamp Strip Fixture |
| 18 | 4'-2 Lamp Industrial Shade (With T8's Existing) |
| 5 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 18 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 6 | 4'- 2 Lamp Recessed Troffer (2x4) (Missing Lens) |
| 3 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 242 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 5 | 4'- 2 Lamp Strip Fixture |
| 20 | 4'- 2 Lamp Strip Fixture (With T8's Existing) |
| 19 | 4'- 2 Lamp Strip Fixture (With Existing T8 Lamps & Magnetic Ballast) |
| 8 | 4'- 2 Lamp Strip Fixture (With T8's & Wire Guard Existing) |
| 16 | 4'- 2 Lamp Vanity Fixture |
| 20 | 4'- 2 Lamp Vapor Tight Fixture |
| 12 | 4'- 2 Lamp Wrap Fixture |
| 33 | 4' 3 Lamp Recessed Troffer |
| 74 | 4'- 3 Lamp Recessed Troffer (With T8's Existing) |
| 231 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 8 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 3 | 4'- 4 Lamp Recessed Troffer (2x4) (Missing Lens) |
| 21 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing On Magnetic Ballast) |
| 4 | 4'- 4 Lamp Wrap Fixture |
| 12 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 6 | 8'- 4 Lamp (4' Lamp) Surface Box Fixture |
| 2 | 7 Watt Compact Fluorescent Porcelain Based Fixture |

| Qty. | Terminal B - Fixture Description |
|-------|--|
| 57 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 4 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 10 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 40 | Recess Can W/ 2-13 Watt Compact Fluorescent Lamps |
| 16 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps |
| 26 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp |
| 6 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp (Structural Ceiling) |
| 18 | 75 Watt Recess Can Fixture (Dimmer) |
| 150 | Recessed Square Fixture With 100 Watt Mercury Vapor Lamp |
| 3 | Recessed Square Fixture With 175 Watt Mercury Vapor Lamp |
| 20 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 10 | Exit Sign W/ 2-F6t5 Lamps (Edge Lit) |
| 20 | Exit Sign W/ Led Lamps |
| 1,197 | Terminal B Total |

| Qty | Terminal C - Fixture Description |
|------------|--|
| 5 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 10 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 77 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 2 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 17 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 8 | 4'- 2 Lamp Surface Box |
| 20 | 4'- 2 Lamp Vapor Tight Fixture |
| 8 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 70 | 4' 3 Lamp Recessed Troffer |
| 2 | 4'- 3 Lamp Recessed Troffer (With T8's Existing) |
| 56 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 36 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing On Magnetic Ballast) |
| 4 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 1 | 8'- 4 Lamp (4' Lamp) Surface Box Fixture |
| 1 | 8'- 4 Lamp (4' Lamp) Surface Box Fixture (With T8's Existing) |
| 1 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 26 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture (Suspended) |
| 1 | Fixture With 100 Watt Mercury Vapor Lamp (Structural) |
| 3 | 100 Watt Porcelain Based Fixture |
| 2 | Porcelain Based Fixture With 1-200 Watt Lamp |
| 1 | Recess Can W/ 1-18 Watt Compact Fluorescent Lamp |
| 9 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 14 | Exit Sign W/ 2-F6t5 Lamps (Edge Lit) |
| 2 | Exit Sign W/ Led Lamps |
| 376 | Terminal C Total |

| Qty. | Terminal E - Fixture Description |
|------|--|
| 115 | 2'- 1 Lamp U6 Recess Troffer (2x2) |
| 312 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 2 | 2'- 2 Lamp U6 Recessed Troffer Fixture With T8 Lamps Existing |
| 444 | 2'- 3 Lamp U3 Fixture With T8 Lamps Existing (Magnetic Ballast) |
| 3 | 3'-1 Lamp Strip Fixture |
| 16 | 4'-1 Lamp Cross Louver (Suspended) (Very Difficult) |
| 8 | 4'-1 Lamp Cross Louver (With T8's Existing) |
| 14 | 4'-1 Lamp Cross Louver (With T8's Existing) (Suspended) |
| 491 | 4'- 1 Lamp Strip Fixture |
| 25 | 4'- 1 Lamp Strip Fixture W/ Wire Guard |
| 4 | 4'- 2 Lamp Industrial Shade With Existing T8 Lamps & Magnetic Ballast |
| 9 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 4 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 12 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 51 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 4 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 14 | 4'- 2 Lamp Surface Box |
| 4 | 4'- 2 Lamp Surface Box (Tamper Proof) |
| 12 | 4'- 2 Lamp Strip Fixture |
| 4 | 4'- 2 Lamp Strip Fixture (With T8's Existing) |
| 1 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 37 | 4'- 2 Lamp Vanity Fixture |
| 4 | 4'- 2 Lamp Vapor Tight Fixture |
| 9 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 15 | 4'- 2 Lamp Wrap Fixture |
| 2 | 4'- 2 Lamp Wrap Fixture W/ Missing Lens |
| 104 | 4' 3 Lamp Recessed Troffer |
| 472 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 20 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 8 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 6 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing On Magnetic Ballast) |
| 1 | 4'- 4 Lamp Wrap Fixture |
| 1 | 8'- 2 Lamp (4' Lamps) Cross Louver With Up Lighting |
| 49 | 8'- 2 Lamp (4' Lamps) Cross Louver With Up Lighting (Suspended) (Very Difficult) |
| 33 | 8'-2 Lamp (4' Lamps) Strip Fixture |
| 6 | 8'- 4 Lamp (4' Lamp) Narrow Troffered Fixture (With T8's Existing & |

The remaining area, Terminal E through H, and Concourses E through H (including Satellite E) currently are not part of the CIP. As a result, there is a need to investigate energy conservation opportunities.

On 5/16/07, a meeting was held between MDAD, FPLS and the North Terminal Development (NTD) representatives. In this meeting the NTD representatives identified portions within the A-D area that they are not renovating. This included parts of the second, third and fourth floors, which have sections on the upper floors that have yet to be defined. As a result, after the NTD representatives departed, FPLS and MDAD discussed the concept of a Phase 2 project.

Phase 2 would then consist of the areas that remain, such as the Customs/Sterile areas, the non-renovated areas within A-D and the applicable first floor areas of the Concourses located in:

- | | |
|----------------------|------------------------|
| 1. Terminal A | 7. Terminal H |
| 2. Terminal B | 8. Concourse E |
| 3. Terminal C | 9. Satellite E |
| 4. Terminal E | 10. Concourse F |
| 5. Terminal F | 11. Concourse G |
| 6. Terminal G | 12. Concourse H |

Note: Excluded were areas of the new South terminal and Concourse J.

| Qty. | Terminal E - Fixture Description |
|------|--|
| | Magnetic Ballast) |
| 3 | 8'- 4 Lamp (4' Lamp) Strip Fixture |
| 7 | 8'- 4 Lamp (4' Lamp) Strip Fixture (Suspended) |
| 3 | 8'- 4 Lamp (4' Lamp) Strip Fixture (With T8's Existing) |
| 13 | 8'- 4 Lamp (4' Lamp) Strip Fixture (With T8's Existing & Magnetic Ballast) |
| 27 | 8'- 4 Lamp (4' Lamp) Strip Fixture With Wire Guards |
| 3 | 8'- 4 Lamp (4' Lamp) Vapor Tight Fixture (Missing Lens) |
| 13 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 3 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture (Suspended) |
| 3 | 8'- 2 Lamp (8' Lamps) Strip Fixture |
| 1 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Very High Output Lamps) |
| 3 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture |
| 56 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 39 | 175 Watt Metal Halide Fixture |
| 21 | 175 Watt Mercury Vapor Canopy Fixture |
| 20 | Canopy Fixture With 400 Watt High Pressure Sodium Lamp |
| 23 | High Intensity Discharge Fixture With 400 Watt Mercury Vapor Lamp Canopy Fixture |
| 5 | 100 Watt Porcelain Based Fixture |
| 2 | Pendant Shade Fixture With 160 Watt Mercury Vapor Lamp |
| 52 | 100 Watt Recessed Can |
| 13 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 29 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 10 | 120 Watt Recessed Can |
| 12 | 120 Watt Recessed Can (On Dimmer) |
| 23 | Recessed Can With 150 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 264 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 87 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 35 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps (Structural Ceiling) |
| 14 | Recess Can W/ 65 Watt (On Dimmer) |
| 3 | 75 Watt Recess Can Fixture |
| 5 | Recess Can Fixture With 75 Watt Mercury Vapor Lamp |
| 5 | Recessed Square Fixture With 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 5 | Recess Square Fixture With 250 Watt Mercury Vapor Lamp |
| 23 | Surface Can W/ 250 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 116 | Surface Square Fixture With 400 Watt High Pressure Sodium Lamp |
| 9 | Track Head Fixture W/65 Watt ER Lamp |

50

| Qty. | Terminal E - Fixture Description |
|--------------|---|
| 3 | Vanity Fixture W/ 4-100 Watt Incan. Lamps |
| 36 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 3 | Exit Sign W/ 2-F6t5 Lamps (Edge Lit) |
| 35 | Exit Sign W/ Led Lamps |
| 4,750 | Terminal E Total |

| Qty. | Terminal F - Fixture Description |
|------------|--|
| 10 | 4'-2 Lamp Industrial Shade (Suspended) |
| 29 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 4 | 4'- 2 Lamp Strip Fixture |
| 2 | 4'- 2 Lamp Strip Fixture (With T8's Existing) |
| 5 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 27 | 4'- 2 Lamp Vapor Tight Fixture |
| 1 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 4 | 4'- 2 Lamp Wrap Fixture (With T8's Existing) |
| 2 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 4 | 8'- 4 Lamp (4' Lamp) Strip Fixture (With T8's Existing) |
| 2 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 2 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture |
| 2 | 8'- 2 Lamp (8' Lamps) Wrap Fixture |
| 82 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 4 | Fixture With 400 Watt High Pressure Sodium Lamp |
| 79 | Canopy Fixture With 400 Watt High Pressure Sodium Lamp |
| 1 | High Intensity Discharge Fixture With 400 Watt Mercury Vapor Lamp |
| 1 | High Intensity Discharge Fixture With 400 Watt Mercury Vapor Lamp Canopy Fixture |
| 1 | 160 Watt Porcelain Based Fixture (Mercury Vapor) |
| 7 | Pendant Shade With 100 Watt Incan. Lamp |
| 37 | Recessed Can With 100 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 4 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 2 | Led Exit Sign With Emergency Lighting |
| 312 | Terminal F Total |

51

| Qty. | Terminal G - Fixture Description |
|------|--|
| 10 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 5 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 2 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 10 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 6 | 4' 3 Lamp Recessed Troffer |
| 18 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 2 | 8'- 4 Lamp (4' Lamps) Industrial Shade (With T8's Existing) |
| 35 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 1 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Suspended) |
| 152 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 94 | Canopy Fixture With 400 Watt High Pressure Sodium Lamp |
| 7 | 100 Watt Porcelain Based Fixture |
| 7 | 160 Watt Porcelain Based Fixture (Mercury Vapor) |
| 6 | Recess Can W/ 13 Watt Compact Fluorescent Lamp |
| 355 | Terminal G Total |

| Qty. | Terminal H - Fixture Description |
|------|--|
| 3 | 4'-2 Lamp Industrial Shade (Suspended) |
| 3 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 1 | 4'- 2 Lamp Vapor Tight Fixture |
| 93 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 6 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 3 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 2 | 100 Watt Porcelain Based Fixture |
| 4 | 160 Watt Porcelain Based Fixture (Mercury Vapor) |
| 115 | Terminal H Total |

52

| Qty. | Concourse E - Fixture Description |
|------|--|
| 5 | 2'- 1 Lamp U6 Recessed Troffer (2x2) |
| 4 | 2'- 2 Lamp Strip Fixture |
| 507 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 1 | 2'- 3 Lamp U3 Fixture With T8 Lamps Existing (Magnetic Ballast) |
| 3 | 3'-1 Lamp Strip Fixture |
| 5 | 4'-1 Lamp Recessed Troffer (1x4) |
| 3 | 4'-1 Lamp Recessed Troffer (1x4) (With T8's Existing) |
| 10 | 4'- 1 Lamp Strip Fixture |
| 2 | 4'-1 Lamp Strip Fixture (With T8's Existing) |
| 1 | 4'-1 Lamp Vanity Fixture (With T8's Existing) |
| 1 | 4'- 2 Lamp Cross Louver With Up Lighting |
| 74 | 4'- 2 Lamp Industrial Shade With Existing T8 Lamps & Magnetic Ballast |
| 4 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 8 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 11 | 4'- 2 Lamp Recessed Troffer (1x4) (With T8's Existing) |
| 30 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 55 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 2 | 4'- 2 Lamp Recessed Troffer (2x4) (Missing Lens) |
| 10 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 23 | 4'- 2 Lamp Surface Box |
| 57 | 4'- 2 Lamp Strip Fixture |
| 10 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 4 | 4'- 2 Lamp Strip Fixture (Tube Guards Needed) |
| 13 | 4'- 2 Lamp Strip Fixture W/ Wire Guard |
| 24 | 4'- 2 Lamp Vanity Fixture |
| 4 | 4'- 2 Lamp Vanity Fixture (With T8's Existing) |
| 19 | 4'- 2 Lamp Vapor Tight Fixture |
| 58 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 3 | 4'- 2 Lamp Wrap Fixture |
| 15 | 4' 3 Lamp Recessed Troffer |
| 30 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 16 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 3 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 15 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing On Magnetic Ballast) |
| 10 | 4'- 4 Lamp Recessed Troffer (2x4) (Tamperproof Fixture) |
| 6 | Two (2) - 3'-1 Lamp (T8 Lamps) Narrow Troffered Fixtures Butted End To End |
| 11 | 8'-2 Lamp (4' Lamps) Narrow Troffer |

53

| Qty. | Concourse E - Fixture Description |
|-------|---|
| 59 | 8'- 2 Lamp (4' Lamps) Narrow Troffered Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 1 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 6 | 8'- 4 Lamp (4' Lamp) Recess Narrow Troffer Fixture (With T8's Existing) |
| 3 | 8'- 4 Lamp (4' Lamp) Narrow Troffered Fixture (With T8's Existing & Magnetic Ballast) |
| 146 | 8'- 4 Lamp (4' Lamp) Surface Box Fixture |
| 8 | 8'- 4 Lamp (4' Lamp) Strip Fixture |
| 12 | 8'- 4 Lamp (4' Lamp) Strip Fixture (With T8's Existing & Magnetic Ballast) |
| 6 | 8'- 4 Lamp (4' Lamps) Vanity Fixture |
| 4 | 8'- 4 Lamp (4' Lamp) Vapor Tight Fixture (Missing Lens) |
| 19 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 12 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture |
| 36 | Fixture With 150 Watt High Pressure Sodium Lamp |
| 92 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 47 | 175 Watt Mercury Vapor Canopy Fixture |
| 2 | Surface Box Type Fixture With 1-175 Watt Mercury Vapor Lamp (Wall Pack) |
| 44 | Fixture With 400 Watt High Pressure Sodium Lamp |
| 9 | Recessed Can With 100 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 72 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 527 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 6 | Recess Can W/ 13 Watt Compact Fluorescent Lamp |
| 11 | Recess Can W/ 175 Watt Mercury Vapor Lamp |
| 120 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 25 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps |
| 87 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps (Structural Ceiling) |
| 13 | Surface Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 2 | Surface Can W/ 175 Watt Mercury Vapor Lamp |
| 1 | Surface Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 12 | Surface Can W/ 250 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 7 | Surface Drum W/ 1-32 & 1-22 Watt Circuline Lamp |
| 5 | Surface Drum W/ 2-52 Watt Incan. Lamps |
| 4 | Surface Drum W/ 1-32 Watt Circuline Lamp |
| 12 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 10 | Exit Sign W/ 7 Watt Compact Fluorescent |
| 32 | Exit Sign W/ Led Lamps |
| 2,509 | Concourse E Total |

| Qty. | Satellite E - Fixture Description |
|------|---|
| 16 | 2'- 1 Lamp Strip Fixture |
| 1 | 2'- 2 Narrow Troffer |
| 12 | 2'- 2 Lamp Strip Fixture |
| 59 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 2 | 3'-2 Lamp Strip Fixture |
| 39 | 4'- 1 Lamp Strip Fixture |
| 5 | 4'- 1 Lamp Strip Fixture (Needs Tube Guards) |
| 2 | 4'-1 Lamp Vanity Fixture (Fixture To Be Replaced) |
| 2 | 4'-2 Lamp Industrial Shade (Suspended) |
| 29 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 7 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 2 | 4'- 2 Lamp Recessed Troffer (1x4) (With T8's Existing) |
| 32 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 1 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 44 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 11 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 10 | 4'- 2 Lamp Surface Box |
| 217 | 4'- 2 Lamp Strip Fixture |
| 7 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 1 | 4'- 2 Lamp Strip Fixture W/ Wire Guard |
| 1 | 4'- 2 Lamp Vanity Fixture |
| 129 | 4'- 2 Lamp Vapor Tight Fixture |
| 8 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 1 | 4'- 2 Lamp Vapor Tight Fixture (With T8's Existing) |
| 1 | 4'- 2 Lamp Wrap Fixture |
| 106 | 4' 3 Lamp Recessed Troffer |
| 185 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 2 | 4' 3 Lamp Wrap Fixture |
| 34 | 4' 3 Lamp Wrap Fixture (With T8's Existing) |
| 31 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 1 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 5 | 4'- 4 Lamp Recessed Troffer (2x4) (With T8's Existing On Magnetic Ballast) |
| 2 | 4'- 4 Lamp Surface Box Fixture |
| 8 | 4'- 4 Lamp Strip Fixture (Suspended) |
| 48 | 4'- 4 Lamp Wrap Fixture |
| 1 | 8'- 2 Lamp (4' Lamps) Narrow Troffered Fixture (Existing T8 Lamps & Magnetic Ballast) |

55

| Qty. | Satellite E - Fixture Description |
|------|---|
| 2 | 8'-2 Lamp (4' Lamps) Strip Fixture |
| 1 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 5 | 8'- 4 Lamp (4' Lamp) Recess Narrow Troffer Fixture |
| 3 | 8'- 4 Lamp (4' Lamp) Narrow Troffered Fixture (With T8's Existing & Magnetic Ballast) |
| 5 | 8'- 4 Lamp (4' Lamp) Strip Fixture |
| 1 | 8'- 4 Lamp (4' Lamp) Strip Fixture (With T8's Existing & Magnetic Ballast) |
| 5 | 8'- 4 Lamp (4' Lamps) Vanity Fixture |
| 20 | 8'- 4 Lamp (4' Lamp) Vapor Tight Fixture |
| 3 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 66 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture (Wire Guard) |
| 1 | 8'- 2 Lamp (8' Lamps) Narrow Troffer Fixture |
| 20 | 8'- 2 Lamp (8' Lamps) Strip Fixture |
| 1 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Suspended) |
| 32 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Very High Output Lamps) |
| 10 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture |
| 30 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture (Missing Lens) |
| 20 | 8'- 2 Lamp (8' Lamps) Wrap Fixture |
| 7 | 8' 3 Lamp (8' Lamps) Industrial Shade Fixture |
| 2 | 8' 3 Lamp (8' Lamps) Industrial Shade Fixture With Wire Guard |
| 34 | Hid Fixture With 175 Watt Mercury Vapor Lamp |
| 2 | 400 Watt Metal Halide Hi- Bay Fixture (Flood Fixture) |
| 1 | 400 Watt Metal Halide Hi- Bay Fixture (Wall Pack) |
| 7 | High Intensity Discharge Fixture With 400 Watt Mercury Vapor Lamp |
| 11 | 100 Watt Porcelain Based Fixture |
| 1 | Porcelain Based Fixture With 1-200 Watt Lamp |
| 1 | 52 Watt Porcelain Based Fixture |
| 2 | 100 Watt Recessed Can |
| 4 | 100 Watt Recessed Can (On Dimmer) |
| 246 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 413 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 56 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 8 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 105 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 39 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps (Structural Ceiling) |
| 12 | Surface Box Fixture With 100 Watt Mercury Vapor Lamp |
| 11 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 38 | Exit Sign W/ Led Lamps |

56

| Qty. | Satellite E - Fixture Description |
|-------|-----------------------------------|
| 2,287 | Satellite E Total |

| Qty. | Concourse F - Fixture Description |
|------|---|
| 3 | 2'- 2 Lamp Strip Fixture |
| 1 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 72 | 2'- 3 Lamp U3 Fixture With T8 Lamps Existing (Magnetic Ballast) |
| 4 | 3'-2 Lamp Strip Fixture |
| 6 | 4'- 1 Lamp Strip Fixture |
| 13 | 4'- 2 Lamp Industrial Shade With Existing T8 Lamps & Magnetic Ballast |
| 6 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 4 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 16 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 163 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 17 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 22 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 300 | 4'- 2 Lamp Strip Fixture |
| 37 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 10 | 4'- 2 Lamp Strip Fixture (With T8's Existing) (Wire Guard) |
| 36 | 4'- 2 Lamp Strip Fixture (Tube Guards Needed) |
| 28 | 4'- 2 Lamp Vanity Fixture |
| 6 | 4'- 2 Lamp Vapor Tight Fixture |
| 2 | 4'- 2 Lamp Vapor Tight Fixture (With T8's Existing) |
| 43 | 4' 3 Lamp Recessed Troffer |
| 89 | 4'- 3 Lamp Recessed Troffer (T8) |
| 12 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 231 | Two (2) - 3'-1 Lamp Strip Fixtures Butted End To End (Over 20') |
| 2 | 8'- 4 Lamp (4' Lamps) Industrial Shade |
| 1 | 8'- 4 Lamp (4' Lamp) Recess Narrow Troffer Fixture |
| 2 | 8'- 4 Lamp (4' Lamp) Narrow Troffered Fixture (With T8's Existing & Magnetic Ballast) |
| 5 | 8'- 4 Lamp (4' Lamp) Wrap Fixture W/ Missing Lens |
| 37 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 2 | 8'- 2 Lamp (8' Lamps) Industrial Shade Fixture (High Output Lamps) |
| 2 | 8'- 2 Lamp (8' Lamps) Strip Fixture |
| 20 | 8'- 2 Lamp (8' Lamps) Vapor Proof Fixture |
| 4 | 8'- 2 Lamp (8' Lamps) Wrap Fixture |
| 2 | Fixture With 100 Watt High Pressure Sodium Lamp |
| 2 | Fixture With 150 Watt High Pressure Sodium Lamp |
| 1 | Fixture With 150 Watt High Pressure Sodium Lamp (Wall Pack) |

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| Qty. | Concourse F - Fixture Description |
|-------|--|
| 2 | Fixture With 250 Watt High Pressure Sodium Lamp |
| 1 | Jelly Jar W/ 100w |
| 1 | 100 Watt Porcelain Based Fixture |
| 1 | 160 Watt Porcelain Based Fixture (Mercury Vapor) |
| 7 | Pendant Shade Fixture With 160 Watt Mercury Vapor Lamp |
| 8 | Recessed Can With 100 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 12 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp |
| 344 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 29 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 9 | 120 Watt Recessed Can |
| 9 | Recessed Can With 150 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 15 | Recessed Can With 150 Watt High Pressure Sodium Lamp (Structural Ceiling) (Over 30') |
| 61 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 2 | Recess Can W/ 2-13 Watt Compact Fluorescent Lamps |
| 13 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps |
| 17 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps (Structural Ceiling) |
| 1 | Surface Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 19 | Surface Can With 150 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 93 | Surface Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 5 | Surface Can With 250 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 17 | Surface Can W/ 250 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 49 | Surface Can W/ 250 Watt Mercury Vapor Lamp (Structural Ceiling) (Over 30') |
| 44 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 23 | Exit Sign W/ Led Lamps |
| 1,983 | Concourse F Total |

| Qty. | Concourse G - Fixture Description |
|------|---|
| 2 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 2 | 2'- 2 Lamp Vanity Fixture |
| 1 | 3'-2 Lamp Strip Fixture |
| 1 | 4'- 1 Lamp Strip Fixture |
| 6 | 4'- 2 Lamp Cross Louver With Up Lighting |
| 11 | 4'- 2 Lamp Cross Louver (Suspended) |
| 29 | 4'-2 Lamp Industrial Shade (Suspended) |
| 4 | 4'- 2 Lamp Industrial Shade With Existing T8 Lamps & Magnetic Ballast |

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| Qty. | Concourse G - Fixture Description |
|------|--|
| 9 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 8 | 4'-2 Lamp Industrial Shade W/Wire Guard |
| 14 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 1 | 4'- 2 Lamp Recessed Troffer (1x4) (Missing Lens) |
| 53 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 25 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 1 | 4'- 2 Lamp Recessed Troffer (2x4) (Missing Lens) |
| 11 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8 Lamps & Magnetic Ballast) |
| 2 | 4'- 2 Lamp Strip Fixture |
| 63 | 4'- 2 Lamp Vanity Fixture |
| 5 | 4'- 2 Lamp Vapor Tight Fixture |
| 26 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 15 | 4'- 2 Lamp Wrap Fixture |
| 18 | 4'- 2 Lamp Wrap Fixture W/ Missing Lens |
| 1 | 4'- 2 Lamp Wrap Fixture (Tamper Proof) |
| 31 | 4' 3 Lamp Recessed Troffer |
| 4 | 4' 3 Lamp Recessed Troffer (Double Switched) |
| 11 | 4' 3 Lamp Recessed Troffer (Missing Lens) |
| 31 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 201 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 16 | 4'- 4 Lamp Recessed Troffer (2x4) (Over 30') |
| 9 | 4'- 4 Lamp Recessed Troffer (2x4) (Missing Lens) |
| 1 | 4'- 4 Lamp Wrap Fixture |
| 50 | 8'- 4 Lamp (4' Lamp) Cross Louver Fixture (Suspended) |
| 2 | 8'- 4 Lamp (4' Lamps) Vanity Fixture |
| 3 | 8'- 4 Lamp (4' Lamp) Vapor Tight Fixture (Missing Lens) |
| 16 | 8' 2 Lamp (8' Lamps) Cross Louver Fixture |
| 6 | 8' 2 Lamp (8' Lamps) Cross Louver Fixture (Suspended) |
| 12 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture (Suspended) |
| 18 | 8'- 2 Lamp (8' Lamps) Vanity Fixture |
| 2 | 8' 4 Lamp (8' Lamps) Industrial Shade |
| 1 | Brick Fixture W/ 2-52 Watt Incan. Lamp |
| 18 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 2 | Hid Fixture With 175 Watt Mercury Vapor Lamp (Flood Fixture) |
| 2 | Fixture With 70 Watt High Pressure Sodium Lamp (Flood Fixture) |
| 1 | Explosion Proof Jelly Jar Fixture W/ 150 Watt Incandescent |
| 4 | 100 Watt Porcelain Based Fixture |
| 1 | Pendant Shade With 100 Watt Incan. Lamp |

| Qty. | Concourse G - Fixture Description |
|-------------|--|
| 22 | Pendant Shade Fixture With 160 Watt Mercury Vapor Lamp |
| 3 | 100 Watt Recessed Can |
| 12 | Recess Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 31 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp |
| 8 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp (Structural Ceiling) |
| 1 | Recess Square Fixture W/ 1-100 Watt Incan. Lamp |
| 2 | Surface Drum W/ 1-52 Watt Incan. |
| 16 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 1 | Exit Sign W/ Led Lamps |
| 846 | Concourse G Total |

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| Qty. | Concourse H - Fixture Description |
|-------------|---|
| 7 | 2'- 2 Lamp Strip Fixture |
| 6 | 2'- 2 Lamp U6 Recess Troffer (2x2) |
| 1 | 2'- 2 Lamp U6 Recessed Troffer Fixture With T8 Lamps Existing |
| 6 | 4'-1 Lamp Recessed Troffer (1x4) |
| 101 | 4'- 2 Lamp Industrial Shade With Existing T8 Lamps & Magnetic Ballast |
| 4 | 4'-2 Lamp Industrial Shade W/Tube Guards |
| 1 | 4'- 2 Lamp Recessed Troffer (1x4) |
| 29 | 4'- 2 Lamp Narrow Troffer Fixture (Existing T8 Lamps & Magnetic Ballast) |
| 57 | 4'- 2 Lamp Recessed Troffer (2x4) |
| 50 | 4'- 2 Lamp Recessed Troffer (2x4) (With T8's Existing) |
| 29 | 4'- 2 Lamp Strip Fixture |
| 57 | 4'- 2 Lamp Strip Fixture (With T8's Existing) |
| 9 | 4'- 2 Lamp Strip Fixture With Existing T8 Lamps & Magnetic Ballast |
| 4 | 4'- 2 Lamp Strip Fixture (With T8's Existing) (Wire Guard) |
| 20 | 4'- 2 Lamp Vanity Fixture |
| 6 | 4'- 2 Lamp Vanity Fixture With Battery Back-Up |
| 5 | 4'- 2 Lamp Vanity Fixture (With T8's Existing) |
| 15 | 4'- 2 Lamp Vapor Tight Fixture |
| 15 | 4'- 2 Lamp Vapor Tight Fixture W/ Missing Lens |
| 117 | 4' 3 Lamp Recessed Troffer |
| 29 | 4'- 3 Lamp Recessed Troffer (With T8's Existing) |
| 38 | 4'- 3 Lamp Recessed Troffer (T8 Lamps & Magnetic Ballast) |
| 85 | 4'- 4 Lamp Recessed Troffer (2x4) |
| 1 | 8'- 4 Lamp (4' Lamp) Strip Fixture |
| 2 | 8'- 4 Lamp (4' Lamps) Vanity Fixture |
| 48 | 8'- 1 Lamp Strip Fixture (Very High Output) Pendant Mounted |
| 1 | 8' 2 Lamp (8' Lamps) Industrial Shade Fixture |
| 6 | 8'- 2 Lamp (8' Lamps) Strip Fixture |
| 4 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Suspended) |
| 4 | 8'- 2 Lamp (8' Lamps) Strip Fixture (Very High Output Lamps) |
| 4 | Canopy Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 2 | Flood Type Fixture With 150 Watt High Pressure Sodium Lamp |
| 2 | Hid Fixture With 175 Watt Mercury Vapor Lamp (Wall Mounted) |
| 9 | Fixture With 200 Watt High Pressure Sodium Lamp (Surface Box) |
| 9 | Fixture With 250 Watt High Pressure Sodium Lamp |
| 36 | Canopy Fixture With 400 Watt High Pressure Sodium Lamp |
| 4 | High Intensity Discharge Surface Box Fixture With 400 Watt Mercury Vapor Lamp |

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| Qty. | Concourse H - Fixture Description |
|--------------|--|
| 6 | High Intensity Discharge Fixture With 400 Watt Mercury Vapor Lamp Canopy Fixture |
| 7 | 100 Watt Porcelain Based Fixture |
| 4 | 160 Watt Porcelain Based Fixture (Mercury Vapor) |
| 3 | Recess Can Fixture With 175 Watt Metal Halide Lamp |
| 14 | Recess Can Fixture With 175 Watt Metal Halide Lamp (Structural Ceiling) |
| 1 | Recess Can W/ 175 Watt Mercury Vapor Lamp |
| 110 | Recess Can W/ 175 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 6 | Recess Can W/ 2-18 Watt Compact Fluorescent Lamps (Structural Ceiling) |
| 11 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp |
| 11 | Recess Can W/ 2-26 Watt Compact Fluorescent Lamp (Structural Ceiling) |
| 1 | Fixture With 400 Watt High Pressure Sodium Lamp (Structural Ceiling) |
| 1 | Surface Can Fixture With 100 Watt Mercury Vapor Lamp (Structural Ceiling) |
| 1 | Surface Drum W/ 2-52 Watt Incan. Lamps |
| 10 | Exit Sign W/ 2-15 Watt Lamps & Red Lens (One Sided) |
| 8 | Exit Sign W/ 7 Watt Compact Fluorescent |
| 16 | Exit Sign W/ Led Lamps |
| 1,033 | Concourse H Total |

Solar Photovoltaics (PVs):

No solar PV systems currently exist at MIA.

Schedule C
Savings Guarantee

ENERGY SAVINGS GUARANTEE

FPL SERVICES, LLC, herein after referred to as "The COMPANY", guarantees that, during each Guarantee Report period during the Savings Guarantee Term, the Equipment shall be capable of producing Annual Energy Cost Savings (defined below) in an amount equal to or greater than Annual Guaranteed Savings (defined below) for such annual period, subject to the OWNER's, herein after referred to as "OWNER", operation of the Equipment per the Operating Plan, adjustments which the COMPANY is entitled to make per the terms of this Savings Guarantee, and all other terms of this Savings Guarantee.

This Savings Guarantee only applies to the designated Equipment specified in this Savings Guarantee. Attachments and Exhibits to this Savings Guarantee are incorporated by reference.

SECTION 1. BASIC REQUIREMENTS OF THIS SAVINGS GUARANTEE

(A) DEFINITIONS.

Initially capitalized terms in this Savings Guarantee have the meaning described in Section 2, and in the absence of such definition, as the context reasonably requires.

(B) OWNER CONTROLLED VARIABLES AND OPERATING PLAN

(1) For purposes of this Savings Guarantee, the OWNER represents, warrants, and agrees to operate the Equipment as required in the Operating Plan, to properly maintain (and replace, when necessary) the Equipment, to protect against and replace in the event of any casualty, and not to undertake any Changes which would adversely affect or reduce the Annual Energy Cost Savings.

(2) In the event of any failure of the OWNER to operate per the Operating Plan or in the event of any Changes, the OWNER agrees to notify the COMPANY in writing within five (5) business days of any actual, anticipated, or intended variation from the Operating Plan or other Changes, whether before Substantial Completion or during the Savings Guarantee Term, which could impact any facility or Equipment to which this Savings Guarantee applies. Upon receipt of such a notice, or in any event if the COMPANY independently learns of any such Changes, COMPANY shall be entitled to adjust the Annual Energy Cost Savings to reflect Annual Energy Cost Savings to exclude any adverse impact of any such Changes.

(3) Subject to the COMPANY preparing and submitting the annual Guarantee Report to the OWNER (with adjustments as described in this Savings Guarantee), this Savings Guarantee is based upon M&V Option A as detailed in this Guarantee.

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(C) UNDERSTANDING UTILITY BILLS

(1) This Savings Guarantee and the Annual Energy Cost Savings in any Guarantee Report is not a representation, guarantee, or warranty that the actual dollar amount of utility bills of the OWNER will be reduced or lower than before, as so many other factors affect utility bills. This is only a guarantee that the Annual Energy Cost Savings will meet or exceed the Annual Guaranteed Savings during each respective annual measurement period during the Savings Guarantee Term if the Equipment is operated as required by the Operating Plan. As the OWNER has sole custody and control over the Equipment and any Changes, the COMPANY is permitted to adjust the Annual Energy Cost Savings so that the impact of any Changes are not attributed against COMPANY and so that the Annual Energy Cost Savings calculation is not adversely affected by Changes.

(2) Cost savings, and actual utility bills, are two completely different concepts. Actual utility bills can be affected by many different reasons in the sole control of the OWNER, such as the OWNER changes in building occupancy, hours or times of day of use, the way that Equipment (or equipment not installed by the COMPANY) is operated (hours, load level, environmental conditions, etc.), and maintenance. Actual utility bills can also be affected by increases in utility rates and government imposed taxes.

(3) This Savings Guarantee and any achievement of the Annual Guaranteed Savings does not directly represent nor depend upon the OWNER actual utility bills, and is not a guarantee of a lower utility bill in terms of absolute dollars.

(D) SAVINGS DETERMINATION METHODOLOGY

(1) The 2008 Federal Energy Management Program (FEMP) M&V Guidelines Version 3.2 and 2007 International Performance Measurement and Verification Protocol ("IPMVP") are voluntary consensus documents written by and for technical, procurement and financial personnel in government, commerce, and industry. The FEMP M&V Guideline and IPMVP provide an overview of current measurement & verification (M&V) techniques and set the framework for verifying third-party-financed energy projects for public (including Federal) and private-sector projects. They dictate that energy (or water) savings are determined by comparing the energy (or water) use associated with a facility or certain systems within a facility before and after the installation of an energy conservation measure (ECM) or other measure. The "before" case is called the baseline. The "after" case is called the post-installation, or performance, period. Baseline and post-installation energy use measurements or estimates can be constructed using the methods associated with M&V Options as described in these guidelines. The challenge of M&V is to balance M&V costs, accuracy, and repeatability with the value of the ECM(s) or systems being evaluated, and to increase the potential for greater savings by careful monitoring and reporting. Therefore, the Protocol recommends Option A (Partially Measured Retrofit Isolation) and Option B (Retrofit Isolation) for the measured savings portion or non-stipulated/non-calculated portion. Attachment 7 contains a detailed summary of the verification methods.

(2) THE ANNUAL GUARANTEE REPORT. Commencing upon the anniversary of the Final Acceptance Date, and upon each anniversary thereafter occurring during the Savings Guarantee Term (subject to a reasonable amount of preparation time for the COMPANY), the COMPANY shall deliver an annual Guarantee Report to the OWNER. Such annual Guarantee Report shall provide the results and supporting information of the COMPANY'S calculation of the Annual Energy Cost Savings and compare the Annual Energy Costs Savings to the Annual Guaranteed Savings.

(3) This savings guarantee has been structured to comply with provisions of F.S 489.145 (4)c which provides that the amount of annually guaranteed savings must "... meet or exceed total annual contract payments made by the agency..." Total annual contract payments, as determined by a separate third party finance agreement, are inclusive of all costs associated with this program to include all development and implementation, financing and interest, bonding, and feasibility study costs.

SECTION 2. DEFINITIONS: References in this Savings Guarantee to exhibits or other attachments serves to incorporate by reference such exhibits and other attachments into this Savings Guarantee. The following initial capitalized terms in this Savings Guarantee have the meaning set forth below.

"Agreement" means the Energy Services Agreement entered into between Miami Dade County and FPL SERVICES, LLC.

"Annual Energy Cost Savings" means, for each respective annual Guarantee Report period, the total of (1) the Measured Load Reduction times the Contract Utility Rates calculated for such period, plus (2) the Measured Load Shift times the difference between the applicable On Peak Rate Categories and Off Peak Rate Categories, calculated for such period, plus (3) any Stipulated Savings for such period.

"Annual Guaranteed Savings" means such level of Annual Energy Cost Savings to be exactly equal to the amount of the regularly scheduled payments to be made by the OWNER for the Equipment under the Agreement for the respective annual Guarantee Report time period, as calculated by the COMPANY.

"Changes" means any deviation, modification, alteration, or change from (1) OWNER operation of the Equipment as required in accordance with the Operating Plan and/or (2) OWNER use or operation of its facilities as observed by the COMPANY at the time of its inspections. Without limitation, changes include any conditions which may, do, or are reasonably expected to alter the use of any Equipment or to impact the Annual Energy Cost Savings, and include (without limitation) changes in the primary use of any facility covered by this Savings Guarantee, changes to operating hours, levels of use, occupancy, changes to utility suppliers, method of utility billing or utility purchasing, any casualty, loss, destruction of Equipment, any changes to the Equipment or any facility, any failure to adequately or properly maintain Equipment. For purposes of clarity, conditions that are deemed to be Changes need not be specifically identified as an underlying assumption or baseline by COMPANY.

"Contract Utility Rates" means the rates set forth in Attachment 2 (applicable for the entire Savings Guarantee Term). The rates shall be the prevailing utility rates plus all surcharges and taxes in effect and applicable to the OWNER as in effect on the date of this Guarantee.

"COMPANY" has the meaning in the Agreement, FPL SERVICES, LLC.

"Equipment" means the Load Reduction Equipment and the Load Shift Equipment.

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"Final Acceptance Date" means the date that the COMPANY and the OWNER designate all work associated with the Equipment/Project is complete.

"Guarantee Report" means the respective annual report issued by the COMPANY to the OWNER, during each calendar year anniversary occurring during the Savings Guarantee Term which provides the results and supporting information of the COMPANY'S calculation of the Annual Guaranteed Savings, conducted per the Post Installation Measurement(s), and as adjusted by the COMPANY in accordance with this Savings Guarantee.

"Load Reduction Equipment" means those items of Equipment, which are to achieve load reduction as designated by the COMPANY in the Guarantee Report.

"Load Shift Equipment" means those items of Equipment, which are to achieve load shift as designated by the COMPANY in the Guarantee Report.

"Measured Load Reduction" means the difference between the OWNER electric energy load from (A) the pre-existing equipment which was retrofitted and/or replaced by the COMPANY with the Load Reduction Equipment, and (B) the greater of (1) OWNER actual use of the Load Reduction Equipment or (2) the agreed upon level of use of the Load Reduction Equipment in accordance with the Operating Plan.

"Measured Load Shift" means the amount of the OWNER electric energy load shifted from (A) the use of non-Load Shift Equipment (identified at the time of the Pre-Installation Measurement) during the On Peak Rate Categories to (B) the greater of (1) OWNER actual use of the Load Shift Equipment or (2) the agreed upon level of use of the Load Shift Equipment in accordance with the Operating Plan.

"Measured Savings" means (1) the Measured Load Reduction times the Contract Utility Rates calculated for such period, plus (2) the Measured Load Shift times the difference between the applicable On Peak Rate Categories and Off Peak Rate Categories, calculated for such period.

"Off Peak Rate Categories" means the lower of (1) any applicable off peak rate categories or non-prime rate categories of the utility providing service to the OWNER as in effect on the date of the Agreement, or (2) any applicable off peak rate categories or non-prime rate categories of the utility providing service to the OWNER as in effect on the date of the COMPANY'S delivery of the respective annual Guarantee Report to the OWNER. The COMPANY'S calculation of the Off Peak Rate Categories shall include and be based upon a stipulated and imputed escalation rate set forth in the Exhibits to this Savings Guarantee, which the COMPANY and the OWNER agree to be a reasonable rate of historic increase for purposes of calculating this Savings Guarantee (and for no other purpose).

"On Peak Rate Categories" means the greater of (1) any applicable on peak rate categories or prime rate categories of the utility providing service to the OWNER as in effect on the date of the Agreement, plus all surcharges and taxes applicable thereto, or (2) any applicable peak rate categories or prime rate categories of the utility providing service to the OWNER as in effect on the date of the COMPANY'S delivery of the respective annual Guarantee Report to the OWNER, plus all surcharges and taxes applicable thereto. The COMPANY'S calculation of the On Peak Rate Categories shall include and be based

upon a stipulated and imputed escalation rate set forth in the Exhibits to this Savings Guarantee, which the COMPANY and the OWNER agree to be a reasonable rate of historic increase for purposes of calculating this Savings Guarantee (and for no other purpose).

"Operating Plan" shall mean the OWNER operation of the Equipment in accordance with the operating plan in Attachment 1 which is incorporated by reference, including but not limited to the committed level and hours of use by the OWNER of the Load Reduction Equipment and the Load Shift Equipment as listed in the Operating Plan.

"Owner" has the meaning in the agreement, Miami-Dade County, Florida.

"Savings Guarantee" means this Savings Guarantee and all of its terms and conditions.

"Savings Guarantee Term" means the time period during which the OWNER is making regularly scheduled payments under the Agreement for the Equipment specified in this Savings Guarantee (and not any other equipment which may be covered by the Agreement), provided however, that notwithstanding such longer payment period under the terms of the Agreement, the Savings Guarantee Term shall not exceed ten (10) years from the date of final acceptance by the County.

"Stipulated or Calculated Savings" means those additional savings associated with the Equipment which the OWNER and COMPANY have mutually agreed upon as being realized by the OWNER as set forth in the Operating Plan or other exhibits/attachments to this Savings Guarantee, including but not limited to Attachment 3. Stipulated (or calculated) Savings do not need to be measured or monitored, and are not subject to verification in the Post Installation Measurement. By example, Stipulated Savings may consist of maintenance cost savings or other savings, which are difficult to measure or monitor on an ongoing basis.

"Substantial Completion" means the date that the COMPANY designates the Equipment as substantially installed and available for operation and use by the OWNER, excluding minor punch list items which do not affect the use or operation of the Equipment as a whole.

SECTION 3. SAVINGS GUARANTEE

Subject to all terms of this Savings Guarantee, during the Savings Guarantee Term the COMPANY guarantees that, for each annual Guarantee Report period, the Equipment shall, if operated in accordance with the Operating Plan, produce Annual Energy Cost Savings in an amount equal to or greater than Annual Guaranteed Savings for such annual period.

All of the COMPANY'S obligations under this Savings Guarantee, as to each time period covered by each annual Guarantee Report, shall be deemed fully satisfied and performed (A) upon presentation to the OWNER of the annual Guarantee Report which indicates that the Annual Energy Cost Savings meets or exceeds the Annual Guaranteed Savings for such respective annual period, or (B) when payment is made, if required, pursuant to the sole and exclusive remedy described in Section 5(B) of this Savings

Guarantee. Thereafter, during any annual measurement period, the COMPANY shall not be further obligated to monitor, measure, extrapolate, or prove any Annual Energy Cost Savings for that or any prior time period.

SECTION 4. THE ANNUAL GUARANTEE REPORT PROCEDURE

(A) The Annual Energy Cost Savings shall be determined by the COMPANY in an annual Guarantee Report and based upon the COMPANY'S baseline calculations as described in Attachment 6 and subject to adjustments by the COMPANY for any Changes. Within ninety (60) days following the first anniversary of the final acceptance and each anniversary thereafter during the Savings Guarantee Term, the COMPANY shall apply current data to update any necessary baseline calculations for the Changes and provide the OWNER with a copy of the respective annual Guarantee Report for that annual time period. The COMPANY'S updated calculations shall be in accordance with this Savings Guarantee, and to the extent of calculating and adjusting for any Changes, shall be in accordance with trade industry standards and practices, and the COMPANY'S updated calculations (including but not limited to adjustments for Changes) shall be final and conclusive. The OWNER shall retain the right to review and approve, which approval shall not be unreasonably withheld, the data collection process, and the data to be used in updating the baseline calculations. Such review may be conducted by a qualified, independent contractor selected by the OWNER, and approved by the COMPANY.

(B) In connection with each annual Guarantee Report, the COMPANY may also conduct a brief energy audit inspection of the OWNER facilities. This shall enable the COMPANY to determine what types of Changes the OWNER has made to its facility, business, or operations (including, but not limited to, Changes).

(C) If a Guarantee Report indicates that the respective Annual Energy Cost Savings for the then current annual Guarantee Report period is at least equal to the Annual Guaranteed Savings amount for such annual period, then the COMPANY shall be deemed to have achieved and performed the Savings Guarantee for such annual period and shall not have any further obligation under this Savings Guarantee for such annual period or any prior annual period, and shall not be obligated to take any further action until the next scheduled annual Guarantee Report period.

(D) In the event of the OWNER removal, destruction, substitution, modification, or other alteration of the Equipment, any Changes, or the OWNER failure to operate the Equipment for the hours or at the levels set forth in the Agreement or this Savings Guarantee (including, but not limited to, Changes), the COMPANY may adjust the Annual Energy Cost Savings to reflect savings as if the OWNER had not made any such Changes and as if the OWNER had continued to operate the Equipment in accordance with the Operating Plan, and this adjustment shall apply for all purposes of the Guarantee Report and calculation of the Annual Energy Cost Savings and satisfaction of this Savings Guarantee.

SECTION 5. EXCLUSIVE REMEDIES OF OWNER

(A) Prior to delivery of any annual Guarantee Report, in the event that such Guarantee Report would indicate that the Equipment will otherwise fail to produce Annual Energy Cost Savings in an amount at least equal to the Annual Guaranteed Savings for such annual period (and such situation is not caused by the OWNER failure to operate the Equipment per this Savings Guarantee), the COMPANY may, on one or more occasions, take action to cause the Annual Energy Cost Savings to equal or exceed the Annual Guaranteed Savings, including but not limited to fine tuning of Equipment, the addition of implementation methods, operation methods, or energy conservation measures which increase the Annual Energy Cost Savings. In any such remedy case, the COMPANY shall provide the OWNER with notice of any such activity including an annual Guarantee Report, which will provide the appropriate details. Any such action shall not adversely impact facility operations nor impede on normal facility functionality.

(B) The COMPANY may take all other actions to help the Annual Energy Cost Savings equal or exceed the Annual Guaranteed Savings, including but not limited to the addition of implementation methods, operation methods, or energy conservation measures which increase the Annual Energy Cost Savings. The OWNER shall have the right to review and approve, which approval shall not be unreasonably withheld, any such action to ensure that they do not adversely impact facility operations nor impede on normal facility functionality.

(C) If, after taking the actions described above (which the COMPANY shall describe to the OWNER in the Guarantee Report) and performing any follow up which the COMPANY deems necessary, such Guarantee Report still indicates that the Annual Energy Cost Savings in such Guarantee Report is not at least equal to the Annual Guaranteed Savings amount for such annual period, then the COMPANY shall pay to the OWNER an amount equal to the difference for such respective annual period between the Annual Guaranteed Savings amount and the Annual Energy Cost Savings in such annual Guarantee Report. This shall only be for the then current annual Guarantee Report and shall not affect any prior or any future annual Guarantee Report. The OWNER agrees not to offset, deduct, set-off, withhold, or delay any payment due under the Agreement. This is the OWNER sole and exclusive remedy under this Savings Guarantee, and no other rights or remedies are granted.

SECTION 6. EXCLUSIONS AND LIMITATIONS

(A) THE SOLE AND EXCLUSIVE REMEDY OF MIAMI DADE COUNTY UNDER THIS SAVINGS GUARANTEE IS SPECIFICALLY STATED ABOVE. EXCEPT AS SET FORTH ABOVE IN THIS SAVINGS GUARANTEE, THE COMPANY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY EQUIPMENT OR THE REDUCTION IN THE OWNER ENERGY USAGE AS A RESULT OF THE INSTALLATION AND OPERATION OF ANY EQUIPMENT.

(B) THE COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT WITHOUT LIMITATION, PROPERTY DAMAGE RESULTING FROM, OR RELATED TO THE AGREEMENT OR THE EQUIPMENT (INCLUDING BUT NOT LIMITED TO THE

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MALFUNCTION OR MISOPERATION THEREOF), BODILY INJURY, MENTAL ANGUISH, MENTAL INJURY OR DISEASE, LOSS OF PROFITS, AND GOODWILL, REGARDLESS OF THE CAUSE OR BASIS OF SUCH ACTION, WHETHER IN STRICT LIABILITY, CONTRACT, TORT, OR OTHERWISE.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

ATTEST:

_____ By _____

_____ By _____

ATTACHMENT 1

Multiple copies of this document shall be provided for each facility/area for which different occupancy information applies.

ANNUAL LIGHTING HOURS

| Facility/Area | Average Hours of Operation |
|---------------|----------------------------|
| Terminal A | 5,889 |
| Terminal B | 6,086 |
| Terminal C | 5,310 |
| Terminal E | 6,048 |
| Concourse E | 6,049 |
| Satellite E | 5,167 |
| Terminal F | 6,113 |
| Concourse F | 5,831 |
| Terminal G | 4,479 |
| Concourse G | 5,710 |
| Terminal H | 5,427 |
| Concourse H | 5,014 |

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ATTACHMENT 2

Contract Utility Rates

The Contract Utility Rates for first year during the Savings Guarantee Term are set forth below and shall be used for all calculations made under this Agreement.

Contract Utility Rates

The Contract Utility Rates for first year during the Savings Guarantee Term are set forth below and shall be used for all calculations made under this Agreement.

| Facility | \$/kWh (blended on- peak/off- peak) | \$/kWh (blended overall) | \$/kWh |
|-------------|---|--------------------------------|---------|
| Terminal A | \$0.0701 | \$0.0861 | \$10.24 |
| Terminal B | \$0.0701 | \$0.0861 | \$10.24 |
| Terminal C | \$0.0697 | \$0.0846 | \$9.64 |
| Terminal E | \$0.0728 | \$0.0857 | \$8.34 |
| Concourse E | \$0.0729 | \$0.0888 | \$8.38 |
| Satellite E | \$0.0686 | \$0.0879 | \$10.23 |
| Terminal F | \$0.0728 | \$0.0857 | \$8.34 |
| Concourse F | \$0.0707 | \$0.0854 | \$9.93 |
| Terminal G | \$0.0728 | \$0.0857 | \$8.34 |
| Concourse G | \$0.0727 | \$0.0860 | \$8.35 |
| Terminal H | \$0.0728 | \$0.0857 | \$8.34 |
| Concourse H | \$0.0706 | \$0.0848 | \$8.94 |

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ATTACHMENT 2-A

% Utility Rates Escalation Rates (these are historical averages used for developing savings estimates only and are not binding as it pertains to this Guarantee)

| Year | Electricity/ Water | Maintenance/ Material |
|-------------|-------------------------------|----------------------------------|
| 1 | 0% | 0% |
| 2 | 2% | 3% |
| 3 | 2% | 3% |
| 4 | 2% | 3% |
| 5 | 2% | 3% |
| 6 | 2% | 3% |
| 7 | 2% | 3% |
| 8 | 2% | 3% |
| 9 | 2% | 3% |
| 10 | 2% | 3% |
| 11 | 2% | 3% |
| 12 | 2% | 3% |

The rates set forth above shall be based upon a compounding of the immediately preceding year's escalated rate (i.e. compounded escalation annually).

ATTACHMENT 3
DESCRIPTION OF CALCULATED SAVINGS

Lighting Material Savings

Lighting material calculated savings and the associated assumptions are provided for each area in the report titled, "MD GSA MDAD Terminal Feasibility Study – Phase II." This report is incorporated into this Guarantee Document.

HVAC Savings due to Lighting Reduction

HVAC calculated savings due to lighting and the associated assumptions are provided for each area in the report titled, "MD GSA MDAD Terminal Feasibility Study – Phase II." This report is incorporated into this Guarantee Document.

Occupancy Sensors Calculated Savings

Occupancy calculated stipulated savings and the associated assumptions are provided for each area in the report titled, "MD GSA MDAD Terminal Feasibility Study – Phase II." This report is incorporated into this Guarantee Document.

SUMMARY OF STIPULATED/CALCULATED SAVINGS

The savings identified below shall be Stipulated/Calculated Savings which are mutually agreed by OWNER and the COMPANY, but will not be specifically measured. The Stipulated/Calculated Savings shall be deemed to increase during each year of the Savings Guarantee Term by the annual escalation percentages set forth below, with such escalation being annually compounded upon the immediately preceding year escalated rate.

| Source of Savings | First Year Savings (non – escalated) | Annual Escalation |
|--|---|---|
| LIGHTING LAMP MATERIAL SAVINGS | \$145,570 | 0% (1 st yr) 0% (Yrs 2 & 3) |
| LIGHTING BALLAST MATERIAL SAVINGS | \$49,038 | 0% (1 st yr) 0% (Yrs 2 -10) |
| HVAC SAVINGS DUE TO LIGHTING REDUCTION | \$62,718 | 0% (1 st yr) 2% (Yrs 2 -12) |
| Total Calculated Savings | \$257,326 | N/A |

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ATTACHMENT 4

Measured Savings – Lighting and Solar Photovoltaic

Per Option A, Lighting pre measurements with annual post spot measurements will be taken to establish energy consumption, for a representative sample of the lights. These measurements will be accomplished through the use of hand held meters and/or mounting of temporary meters (by FPL Services, LLC). The results will be used to prorate the calculated savings, thus determining the adjustment (+/-), to be used in the comparison with the Guaranteed Savings.

Equations for Calculating Lighting Energy and Demand Savings

To determine estimates of energy savings for lighting efficiency projects use the following equation:

$$kWh\ Savings_t = \sum_u [(kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post}) \times Hours\ of\ Operation]_{t,u}$$

where:

| | |
|---------------------------|--|
| $KWh\ Savings_t =$ | kilowatt-hour savings realized during the post-installation time period t |
| $KW/fixture_{baseline} =$ | lighting baseline demand per fixture for usage group u |
| $kW/fixture_{post} =$ | lighting demand per fixture during post-installation period for usage group u |
| $Quantity_{baseline} =$ | quantity of affected fixtures before the lighting retrofit for usage group u , adjusted for inoperative and nonoperative lighting fixtures |
| $Quantity_{post} =$ | quantity of affected fixtures after the lighting retrofit for usage group u |
| $Hours\ of\ Operation =$ | number of operating hours during the time period t for the usage group u , assuming operating hours are the same before and after measure installation |

Demand

Demand savings can be calculated as either an average reduction in demand or as a maximum reduction in demand.

Average reduction in demand is generally easier to calculate. It is defined as kWh savings during the time period in question (e.g. utility summer peak period) divided by the hours in the time period.

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Maximum demand reduction, with respect to cost savings, is typically the reduction in utility meter maximum demand under the terms and conditions specified by the servicing utility. For peak load reduction, for example, the maximum demand reduction may be defined as the maximum kW reduction averaged over 30-minute intervals during the utility's summer peak period. The maximum demand reduction is usually calculated to determine savings in utility peak demand charges.

Annual Reconciliation

The annual reconciliation is based on the difference between guaranteed savings and measured savings extrapolated from representative measured sampling. Excess savings will be left to OWNER. A shortfall in any given year would be funded by FPL Services, LLC to the OWNER. Option A will be used for Measurement and Verification.

Sample Lighting Savings Calculation (Terminal A):

153.99 kW x \$10.24/kW x 12 months = \$18,922.91

1,304,503.31 kWh x \$0.0701/kWh = \$91,445.68

| | | |
|---------|-----------|---------------|
| Savings | \$110,369 | (Terminal A) |
| Savings | \$27,323 | (Terminal B) |
| Savings | \$4,821 | (Terminal C) |
| Savings | \$105,414 | (Terminal E) |
| Savings | \$62,333 | (Concourse E) |
| Savings | \$77,738 | (Satellite E) |
| Savings | \$25,812 | (Terminal F) |
| Savings | \$51,465 | (Concourse F) |
| Savings | \$32,916 | (Terminal G) |
| Savings | \$20,224 | (Concourse G) |
| Savings | \$2,268 | (Terminal H) |
| Savings | \$31,344 | (Concourse H) |

Total Guaranteed Lighting Savings: \$552,026 (sum of all facilities)

Measured Adjusted Savings Calculation:

Percentage of Measured Values vs. Calculated Values x Total guaranteed Savings = Excess Savings or Shortfall in Savings

Solar PV Savings

Per Option B, the solar PV savings will be verified by reading the installed kWh meter on a monthly basis. The data will be summed, prorated and formatted to represent the annual production of electricity by the solar PV systems, then converted to dollars saved by applying the applicable school's energy consumption rate (\$/kWh).

Measured First Year Solar PV = \$4,123

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ATTACHMENT 5
Annual Guaranteed Savings Allocation

| Savings Guarantee Term Year | Measured Savings | Stipulated/ Calculated Savings | Annual Guaranteed Energy Cost Savings |
|------------------------------------|-------------------------|---------------------------------------|--|
| 1 | \$556,149 | \$257,326 | \$813,475 |
| 2 | \$567,272 | \$258,580 | \$825,852 |
| 3 | \$578,618 | \$259,860 | \$838,477 |
| 4 | \$590,190 | \$115,595 | \$705,785 |
| 5 | \$601,994 | \$116,926 | \$718,920 |
| 6 | \$614,034 | \$118,283 | \$732,317 |
| 7 | \$626,314 | \$119,668 | \$745,983 |
| 8 | \$638,841 | \$121,081 | \$759,922 |
| 9 | \$651,617 | \$122,522 | \$774,139 |
| 10 | \$664,650 | \$123,992 | \$788,641 |
| 11 | \$677,943 | \$76,452 | \$754,395 |
| 12 | \$691,502 | \$77,981 | \$769,483 |
| Total | \$7,459,123 | \$1,768,266 | \$9,227,389 |

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**ATTACHMENT 6
Guarantee Report**

Within ninety (60) days following the final acceptance and each anniversary thereafter during the Savings Guarantee Term, the COMPANY shall provide the Guarantee Report to OWNER. In the Guarantee Report, the COMPANY shall calculate the Annual Energy Cost Savings and shall report to OWNER such amount (and shall detail any excess savings where the Annual Energy Cost Savings exceed the Annual Guaranteed Savings) during the preceding year.

Annual Guaranteed and Excess Savings Allocation

| Savings Guarantee Term Year | Measured Savings | Stipulated/ Calculated Savings | Actual Savings | Annual Guaranteed Energy Cost Savings | Excess Savings |
|------------------------------------|-------------------------|---------------------------------------|-----------------------|--|-----------------------|
| 1 | | \$257,326 | | \$813,475 | % |
| 2 | | \$258,580 | | \$825,852 | % |
| 3 | | \$259,860 | | \$838,477 | % |
| 4 | | \$115,595 | | \$705,785 | % |
| 5 | | \$116,926 | | \$718,920 | % |
| 6 | | \$118,283 | | \$732,317 | % |
| 7 | | \$119,668 | | \$745,983 | % |
| 8 | | \$121,081 | | \$759,922 | % |
| 9 | | \$122,522 | | \$774,139 | % |
| 10 | | \$123,992 | | \$788,641 | % |
| 11 | | \$76,452 | | \$754,395 | % |
| 12 | | \$77,981 | | \$769,483 | % |
| Totals | | \$1,768,266 | | \$9,227,389 | |

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ATTACHMENT 7

Summary of Measurement and Verification Options

All the methods in the FEMP/IPMVP Guideline for determining savings are based on the same concept; namely, those energy savings are derived by comparing energy usage after a retrofit to the baseline. It is relatively easy to measure post-retrofit consumption; however, it is impossible to "measure" what the energy usage would be without the retrofit. Therefore, it is impossible to "measure" energy savings.

Energy savings can only be determined based on assumptions about the baseline. Four options are provided to determine energy savings. A particular option is chosen based on the on project-specific features of each performance contract.

The options differ in their approach to the level and duration of the retrofit verification measurements. For instance, Options A and B both apply at the system or ECM level, while Option C uses measurements taken at the whole-building, or whole-facility, level. Option A involves short-term (if any) measurements, while Options B and C use short term and/or continuous or regular interval measurements during the term of the contract. Option D involves computer simulation techniques.

Each option has advantages and disadvantages based on site-specific factors.

The four options are described in the table below.

Overview of M&V Options (from the FEMP/IPMVP)

| M&V option | How savings are calculated | Typical Applications |
|---|---|---|
| <p>A. Partially Measured Retrofit Isolation</p> <p>Savings are determined by partial field measurement of the energy use of the system(s) to which an ECM was applied; separate from the energy use of the rest of the facility. Measurements may be either short-term or continuous.</p> <p>Partial measurement means that some but not all parameter(s) may be stipulated, if the total impact of possible stipulation error(s) is not significant to the resultant savings. Careful review of the ECM design and installation will ensure that stipulated values fairly represent the probable actual value.</p> | <p>Engineering calculations using short-term or continuous post-retrofit measurements and stipulations.</p> | <p>Lighting retrofit where power draw is measured periodically. Application of controls to vary the load on a constant speed pump using a variable speed drive. Power draw is measured on a spot basis, while varying load. Operating hours of are specified/ stipulated.</p> |

| M&V option | How savings are calculated | Typical Applications |
|---|--|--|
| <p>B. Retrofit Isolation</p> <p>Savings are determined by field measurement of the energy use of the systems to which the ECM was applied; separate from the energy use of the rest of the facility. Short-term or continuous measurements are taken throughout the post-retrofit period.</p> | <p>Engineering calculations using short term or continuous measurements.</p> | <p>Application of controls to vary the load on a constant speed pump using a variable speed drive. Electricity use is measured by a kWh meter installed on the electrical supply to the pump motor. In the base year this meter is in place for a usually week to verify constant loading. The meter is in place periodically throughout the post-retrofit period to track variations in energy use.</p> |
| <p>C. Whole Facility</p> <p>Savings are determined by measuring energy use at the whole facility level. Short-term or continuous measurements are taken throughout the post-retrofit period.</p> | <p>Analysis of whole facility utility meter or sub-meter data using techniques from simple billing comparison to regression analysis</p> | <p>Multifaceted energy management program affecting many systems in a building. Energy use is measured by the gas and electric utility meters for a twelve month base year period and throughout the post-retrofit period.</p> |
| <p>D. Calibrated Simulation</p> <p>Savings are determined through simulation of the energy use of components or the whole facility. Simulation routines must be demonstrated to adequately model actual energy performance measured in the whole facility. This option usually requires considerable skill in calibrated simulation.</p> | <p>Energy use simulation, calibrated with hourly utility billing data and/or end-use metering</p> | <p>Multifaceted energy management program affecting many systems in a building where no base year data are available. Post-retrofit period energy use is measured by the gas and electric utility meters or sub-metering. Base year energy use is determined by simulation using a model calibrated by use of sub-metering.</p> |

Option A – Spot Measured Savings

The verification techniques for Option A determine savings by measuring the capacity or efficiency of a system before and after a retrofit and by multiplying the difference by an agreed-upon or “stipulated” factor, such as hours of operation or load on the system. Option A is best applied to individual loads or systems within a building, such as a lighting system or chiller.

Option A is an approach designed for projects in which the potential to generate savings must be verified, but the actual savings can be stipulated based on the results of the “potential to generate savings” verification and engineering calculations (and perhaps on short-term data collection). Post-installation energy use is not measured throughout the term of the contract. Post-installation and perhaps baseline energy use is predicted using an engineering or statistical analysis of information that does not involve long-term measurements. Data from the estimates may come from historical data, information from other similar projects, and/or spot or short-term metering before and after ECM or system installation during the first year of operation. Spot savings is the easiest and least expensive method of determining savings.

Option A includes procedures for verifying that:

- Baseline conditions have been properly defined.
- The equipment and/or systems that were contracted to be installed have been installed.
- The installed equipment/systems meet contract specifications in terms of quantity, quality, and rating.
- The installed equipment is operating and performing in accordance with contract specifications and is meeting all functional tests.
- The installed equipment/systems continue, during the term of the contract, to meet contract specifications in terms of quantity, quality, rating, operation, and functional performance.

This level of verification is all that is contractually required for certain types of performance contracts. The potential to generate savings may be verified through observation, inspections, and/or spot/short-term metering conducted immediately before and/or immediately after installation. Annual (or some other regular interval) inspections may also be conducted to verify an ECM's or system's continued potential to generate savings. Savings potential are quantified using computational methods.

Option B-Measured Specific Savings

Verification techniques for Option B are designed for projects in which short term or long-term/continuous measurement of performance is desired. Under Option B, individual loads are either measured via short term or continuously monitored after ECM or system installation to determine performance. This measured performance is compared with a baseline model to determine savings. Option B relies on the direct measurement of end uses affected by the retrofit.

Option B is for projects in with more complex ECMs (than Option A), which can be isolated. The savings must be verified and the actual energy use during the contract term needs to be measured for comparison with the baseline model for calculating savings. Option B:

- Confirms that the proper equipment/systems were installed and that they have the potential to generate predicted savings.
- Determines an energy (and cost) savings value using measured data taken throughout the contract term.

Methods involve the use of post-installation measurement of one or more variables. The use of periodic or long-term measurement accounts for operating variations and will more closely approximate actual energy savings than the use of Option A.

Schedule D
Compensation to Company and Deliverables

Total compensation for each energy conservation measure is included in the following matrix:

| BUILDING AND ECM | ANNUAL SAVINGS (Elec. and O&M) | FPL REBATES | COST |
|----------------------------------|---|------------------------|--------------------|
| ECM 1- Lighting Retrofits | \$809,351 | \$33,215 | \$6,123,323 |
| ECM 2- Solar PV System | \$4,123 | \$0 | \$437,988 |
| TOTAL | \$813,474 | \$33,215 | \$6,561,311 |

The company shall deliver and Investment Grade Energy Audit, all necessary engineering, specifications and permits, equipment and labor for a complete installation of above items. The company shall deliver signed and sealed drawings, "as built", training, commissioning and Measurement and Verification necessary to comply with this contract and the State of Florida applicable Energy Performance Contracting requirements.

The Overall Project Cashflow is shown below in the Energy Audit Report

The above cash flow was based upon an indicative rate reflecting the market conditions as of May 7, 2009. The rate is subject to change based upon market conditions, formal lender quotes and final lender approval of the transaction. Final rate will be set upon receipt of lender commitment and confirmation of a closing date

It is understood by both parties that if the terms of the financing vehicle are substantively different than the previous financing vehicles provided and such terms are unacceptable to the County, or if a lender willing to provide an acceptable financing vehicle cannot be located, the County may choose not to proceed with this contract, at which time the County will be freed of any costs incurred by the Company in connection to this contract.

Schedule E

Baseline Energy Consumption

To determine the lighting kW and kWh for the facilities, a combination of room by room walk-downs, kW measurements, foot-candle readings and Excel spreadsheets were utilized. The first step was to conduct the site visits and perform the walk-downs. The second step was to input the data into the Excel spreadsheets to calculate the existing and adjusted baseline kW/kWh, the retrofit kW/kWh and the kW/kWh savings. In addition, photometric analyses were performed to predict the future light levels. Once the kW/kWh savings were determined, the equivalent dollar savings were calculated using an average electric rate based on the previous 12 month usage. Finally, material savings for the quantity of lamps/ballasts and the reduction in HVAC load due to more efficient lighting were calculated.

The walk-downs consisted of gathering the data on the fixture types, quantity, terminal and concourse occupancy, existing light levels, run hours and retrofit types. The fixture types and quantities were then input into Excel, along with unique room/ terminal/ concourse identifiers. In addition, the wattages were input based on a comparison of the manufacturer data and the sample measurements, with the retrofit based on achieving kW savings while increasing the light levels to the DGM levels wherever possible, without exceeding the existing circuits' power limits. Once input, the spreadsheet calculated the fixture by fixture results, with all rows summed for the total.

Because the existing light levels are currently below the DGM requirements in many areas, the ECM 1 – Lighting Retrofit savings are based on an "Adjusted Baseline" method. This method accounts for the increase in existing kW and energy usage (kWh) that would exist if all the existing lights functioned properly and MDAD had installed sufficient lights over the years to meet the DGM requirements. First, the "Adjusted Baseline" was calculated by assuming all existing lights were functioning as intended. This "baseline" was then increased by determining the difference in the existing light levels with the light levels required by the DGM and converting it to equivalent wattage based on the existing technologies. Once the equivalent wattages were calculated, they were added to the non-adjusted baseline to obtain the new "Adjusted Baseline." The ECM scope was then defined so that power and energy savings would be achieved while improving the light levels to meet the DGM light level requirements wherever possible.

For the material savings, an equivalent material cost for a one time change-out of the lamps and ballasts was calculated. In a discussion during the January 16, 2007 review meeting with MDAD and MD GSA, it was agreed that the one time lighting material credit is to be based on 50% of fluorescent lamps/ballasts, 100% of MV lamps/ballasts and 100% of compact fluorescents. The lamp material savings will be spread out over three years and ballasts over ten years. This represents the savings that the MDAD achieves from the lighting retrofit by not having to implement an in-house lighting/ballast replacement program.

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For the HVAC reduction savings, due to more efficient lighting systems, thus less heat released, the savings were calculated based on the kWh savings and ASHRAE calculations methods

The table below summarizes the results of the Modeling Analysis.

Existing Baseline Lighting Analysis

| Building or Zone | Existing Monthly Demand (kW) | Existing Annual Consumption (kWh) | Equivalent Average Run Hours |
|-------------------------|-------------------------------------|--|-------------------------------------|
| Terminal A | 304.83 | 2,457,476.27 | 5,889 |
| Terminal B | 113.57 | 830,416.09 | 6,086 |
| Terminal C | 35.71 | 205,975.07 | 5,310 |
| Terminal E | 379.77 | 2,977,197.60 | 6,048 |
| Concourse E | 261.75 | 2,103,862.86 | 6,049 |
| Satellite E | 277.28 | 2,038,669.58 | 5,167 |
| Terminal F | 60.78 | 459,077.42 | 6,113 |
| Concourse F | 212.36 | 1,603,089.65 | 5,831 |
| Terminal G | 80.28 | 680,584.29 | 4,479 |
| Concourse G | 103.57 | 592,065.80 | 5,710 |
| Terminal H | 9.59 | 76,835.92 | 5,427 |
| Concourse H | 131.15 | 786,533.74 | 5,014 |
| Total | 1,971 | 14,811,784 | N/A |

Schedule F

Savings Calculation Formula; Methodology to Adjust Baseline

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

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

The following definitions and methodologies shall apply:

A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred if the CMs had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in Exhibit H; and (ii) the Utility Rates as defined below.

B. **Post-Installation Costs.** Post-Installation Costs shall be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the CMs. Post-Installation Costs shall be the product of (i) the actual amount of fuel, energy or water consumption or wastewater production during the applicable time period, and (ii) the Utility Rates as defined below; together with

- the stipulated operation and maintenance cost savings resulting from the implementation and installation of the CMs. These cost savings have been negotiated and agreed upon by the parties and there is no need to verify the agreed savings.

Methodology to Adjust Baseline

Option A – Spot Measured Savings

The verification techniques for Option A determine savings by measuring the capacity or efficiency of a system before and after a retrofit and by multiplying the difference by an agreed-upon or “stipulated” factor, such as hours of operation or load on the system. Option A is best applied to individual loads or systems within a building, such as a lighting system or chiller.

Option A is an approach designed for projects in which the potential to generate savings must be verified, but the actual savings can be stipulated based on the results of the “potential to generate savings” verification and engineering calculations (and perhaps on short-term data collection). Post-installation energy use is not measured throughout the term of the contract. Post-installation and perhaps baseline energy use is predicted using an engineering or statistical analysis of information that does not involve long-term measurements. Data from the estimates may come from historical data, information from other similar projects, and/or spot or short-term metering before and after ECM or system installation during the first year of operation. Spot savings is the easiest and least expensive method of determining savings.

Option A includes procedures for verifying that:

- Baseline conditions have been properly defined.
- The equipment and/or systems that were contracted to be installed have been installed.
- The installed equipment/systems meet contract specifications in terms of quantity, quality, and rating.
- The installed equipment is operating and performing in accordance with contract specifications and is meeting all functional tests.
- The installed equipment/systems continue, during the term of the contract, to meet contract specifications in terms of quantity, quality, rating, operation, and functional performance.

This level of verification is all that is contractually required for certain types of performance contracts. The potential to generate savings may be verified through observation, inspections, and/or spot/short-term metering conducted immediately before and/or immediately after installation. Annual (or some other regular interval) inspections may also be conducted to verify an ECM's or system's continued potential to generate savings. Savings potential are quantified using computational methods.

Option B-Measured Specific Savings

Verification techniques for Option B are designed for projects in which short term or long-term/continuous measurement of performance is desired. Under Option B, individual loads are either measured via short term or continuously monitored after ECM or system installation to determine performance. This measured performance is compared with a baseline model to determine savings. Option B relies on the direct measurement of end uses affected by the retrofit.

Option B is for projects in with more complex ECMs (than Option A), which can be isolated. The savings must be verified and the actual energy use during the contract term needs to be measured for comparison with the baseline model for calculating savings. Option B:

- Confirms that the proper equipment/systems were installed and that they have the potential to generate predicted savings.
- Determines an energy (and cost) savings value using measured data taken throughout the contract term.

Methods involve the use of post-installation measurement of one or more variables. The use of periodic or long-term measurement accounts for operating variations and will more closely approximate actual energy savings than the use of Option A.

Option C – Whole Facility

The following describe the formulation of the “Baseline”.

G1.1) Occupancy in the Facility

The “Baseline” contains two basic types of information about occupancy in the Facility. The first figure is the total square feet of space believed to have been conditioned in the Facility during the month. The second figure is the number of hours the Facility is believed to have been occupied during the month.

G1.2) “Baseline” Calculations

The following calculations are performed to arrive at a “Baseline” energy consumption for a Facility. They are applied to every type of utility consumption in the Facility covering any portion of a base year month.

G1.2a) Prorate Energy Bills

Utility bills are prorated to obtain calendar month consumption. This is done to match monthly consumption to monthly weather data.

$$C_m = (C_{b1}/D_{b1}) \cdot (D_{z1}) + (C_{b2}/D_{b2}) \cdot (D_{z2})$$

Where: C_m = Calendar month consumption
 C_{bi} = Billed consumption – bill i

Dbi = Billing days – bill i
 Dzi = Days from this month in bill i

(If no bill or more than one bill is received in a month, this formula does not apply and a daily proration is done. Electric demand is not prorated)

G1.2b) Non-Temperature-Sensitive Consumption

A certain portion of each month's utility consumption is due to base loads (not related to weather). This consumption will be present no matter what the weather conditions and therefore will be separated from the temperature sensitive portion before the weather ratio is computed.

The value is estimated by the following formula and is adjusted if information is available that establishes a more accurate measure of non-temperature-sensitive consumption.

Cn = (K)• (C2 + C3) / 2
 Where: Cn = Non-Temperature-Sensitive Consumption
 C2 = Second lowest Cm from G1.2a, above
 C3 = Third lowest Cm from G1.2a, above
 K = 0.9 if both heating and cooling
 = 1.0 otherwise

For months in which Cn > Cm, set Cn = Cm

G1.2c) Temperature-Sensitive Consumption

All energy is considered either temperature-sensitive or non-temperature-sensitive. If an energy source is used for only heating (or only cooling), then the amount of temperature-sensitive energy consumed is calculated as follows:

Ch = Cm – Cn OR Cc = Cm – Cn
 Where: Cm = Monthly heating energy consumption
 Cc = Monthly cooling energy consumption
 Cm = Monthly prorated consumption from G1.2a, above
 Cn = Monthly non-temperature-sensitive consumption
 From G1.2b, above

If, however, an energy source is used for BOTH heating and cooling, then heating and cooling energy consumed are estimated by taking the total temperature-sensitive consumption and dividing it up proportionally according to the degree days experienced during that month.

CH = (Cm-Cn) •(DDh/DDt) AND Cc = (Cm-Cn) (DDc/DDt)
 Where: CH = Monthly heating energy consumption

Cc = Monthly cooling energy consumption
Cm = Monthly prorated consumption from G1.2a, above
Cn = Monthly non-temperature-sensitive consumption from G1.2b, above
DDh = Heating degree days for the month (selected base)
DDc = Cooling degree days for the month (selected base)
DDt = Total degree days for the month (DDh + DDc)

G1.2d) Ratios of Consumption per Degree-Day.

To determine how energy consumption relates to weather, the program forms monthly ratios, which compare temperature-sensitive consumption to the heating (or cooling) degree-days, experienced during the calendar month. The degree-days used in this ratio are not standard degree-days (based on 65 degrees F). Instead, they are based on a break-even (equilibrium) temperature chosen to best model this energy source's weather-sensitive behavior.

$$R_h = C_h / DD_h \text{ AND } R_c = C_c / DD_c$$

Where: R_h = Monthly ratio of heating energy consumed per heating degree-day.

C_h = Monthly heating energy consumed

DD_h = Heating degree days experienced this base year monthly

R_c = Monthly ratio of cooling energy consumed per cooling degree day

C_c = Monthly cooling energy consumed

DD_c = Cooling degree days experienced this base year month

For any base year month in which there were fewer than 30 heating (cooling) degree days experienced, these ratios may be unreliable. In such months, an average ratio is determined by dividing the total heating (cooling) energy consumed in the base year by the total heating (cooling) degree days experienced during the base year. The monthly non-temperature-sensitive consumption and heating (cooling) energy consumed are then adjusted to reflect this average ratio.

When electric demand is included in savings calculations, it is considered totally non-temperature-sensitive (i.e. Demand will not be weather adjusted).

For each month being evaluated, the "Baseline" month is adjusted to reflect changes in weather, occupancy, equipment and other critical variables. This adjusted "Baseline" represents the amount of each energy type the facility would have consumed if the ECMs had not been implemented. Energy savings is the difference between the ECM post-retrofit period consumption and the monthly adjusted base period consumption.

Energy cost savings is the result of applying the appropriate Unit Energy Costs to the calculated energy savings. Total dollar savings is the sum of the energy cost savings from each energy type plus any other applicable savings as identified in the attachment(s).

The following describe the energy/utility savings calculations.

G1.3) Effect of Weather Differences

Current month degree-days are multiplied by the “Baseline” weather ratios to determine the current month temperature-sensitive consumption. Then the non-temperature-sensitive consumption is restored.

$$C_{pw} = C_n + (DD_h) \bullet (R_h) + (DD_c) \bullet (R_c)$$

Where: C_{pw} = Weather adjusted base month consumption

C_n = Non-temperature-sensitive consumption from Baseline.

DD_h = Heating degree days experienced this calendar month.

R_h = Monthly ratio of heating energy consumed per heating degree day.

DD_c = Cooling degree days experienced this calendar month.

R_c = Monthly ratio of cooling energy consumed per cooling degree day.

G1.4) Effect of Changes in Building Use

Base month data is adjusted for changes in occupied hours, conditioned square footage and equipment before savings are computed.

$$C_p = (C_{pw}) \bullet \{ [A_{m\#} + (G) \bullet (V_{m\#})] / [A_m + (G) \bullet (V_m)] \} \bullet \{ [O_{m\#} + (F) \bullet (U_{m\#})] / [O_m + (F) \bullet (U_m)] \} + C_x$$

Where: C_p = Final adjusted base month consumption after adjusting for occupancy, area and equipment changes.

C_{pw} = Weather adjusted consumption from G1.3, above.

$A_{m\#}$ = Average area conditioned in current month.

$V_{m\#}$ = Average area unconditioned in current month.

G = Factor relating consumption in vacant areas to consumption in occupied areas.

A_m = Average area conditioned in base month.

V_m = Average area unconditioned in base month.

$O_{m\#}$ = Occupied hours in current month

$U_{m\#}$ = Unoccupied hours in current month.

F = Factor relating consumption during unoccupied hours to consumption during occupied hours.

O_m = Occupied hours in base month.

U_m = Unoccupied hours in base month.

C_x = Consumption attributable to equipment changes between base and current months.

In the event of major changes in building envelope or usage, it may be appropriate to use calculations other than those described above in order to accurately compute the energy consumption savings. If THE COMPANY may determines that alternative calculations should be used ,it shall inform COUNTY of such calculations.

G1.5) Prorate Current Energy Bills

As with base month bills, current month bills are prorated to obtain calendar month consumption.

$$Cm\# = (Cb\#1/Db\#1) \cdot (Dz\#1) + (Cb\#2/Db\#2) \cdot (Dz\#2)$$

Where: Cm# = Calendar month consumption

Cb#i = Billed consumption – bill i

Db#i = Billing days – bill i

Dz#i = Days this month in – bill i

(If no bill or more than one bill is received in a month, this formula does not apply and a daily proration is done).

G1.6) Energy Savings

Energy units saved is the difference between the “Baseline” adjusted base month consumption and the actual ECM post-retrofit consumption.

$$Es = Cp - Cm\#$$

Where: Es = Energy units saved

Cp = Final adjusted base consumption from G1.4, above

Cm# = Current month prorated consumption from G1.5, above.

G1.7) Energy Cost Savings

Energy cost savings is determined by applying the appropriate unit cost of energy to the energy units saved. The unit cost is the then current prevailing cost per unit.

$$\$s = (Es) \cdot (\$m)$$

Where: \$\$ = Energy cost savings

Es = Energy Units saved from 6, above

\$m = Unit cost of energy

Due to the nature of electric demand, it is inappropriate to do prorating or degree day adjustments on demand data. Demand savings are calculated by subtracting current period billing demand from base period billing demand and adjusting for miscellaneous equipment changes. The appropriate unit demand cost is then applied to obtain dollars saved.

Schedule G

Construction and Installation Schedule

An overview of the Construction and Installation Schedule is shown below. Start and Finish dates are representative only and are dependent on date of contract approval by Miami-Dade County.

| Description of Task | Days | Start | Finish |
|---|-------------|--------------|---------------|
| MIA Terminal Phase II – ECM Implementation | 545d | Mon 5/4/09 | Sat 10/30/10 |
| Notice to Proceed (Contract Signed) | 1d | Mon 5/4/09 | Mon 5/4/09 |
| Arrange Financing | 30d | Tue 5/5/09 | Wed 6/3/09 |
| Issue Release to Sub Contractors for Services | 15d | Thu 6/4/09 | Thu 6/18/09 |
| Kick Off Meeting with MDAD | 6d | Wed 6/10/09 | Mon 6/15/09 |
| ECM 1 Submittals - Lighting Area 1 | 30d | Mon 6/29/09 | Tue 7/28/09 |
| ECM 1 Submittals - Lighting Area 2 | 30d | Mon 6/29/09 | Tue 7/28/09 |
| ECM 2 Submittals - Solar PV | 30d | Mon 6/29/09 | Tue 7/28/09 |
| Submittal Review with MDAD | 2d | Mon 6/29/09 | Tue 6/30/09 |
| Submittal Approval | 2d | Wed 7/29/09 | Thu 7/30/09 |
| Material Order | 45d | Fri 7/31/09 | Sun 9/13/09 |
| M&V Pre Measurements | 14d | Fri 7/31/09 | Thu 8/13/09 |
| ECM 1 - Lighting | 240d | Sat 9/19/09 | Sun 5/16/10 |
| Area 1 | 130d | Sat 9/19/09 | Tue 1/26/10 |
| Area 2 | 130d | Thu 1/7/10 | Sun 5/16/10 |
| ECM 2 - Solar PV | 100d | Sat 9/19/09 | Sun 12/27/09 |
| Install Solar PV | 100d | Sat 9/19/09 | Sun 12/27/09 |
| FPL Incentive Verification/Post M&V Meas. | 10d | Mon 5/17/10 | Wed 5/26/10 |
| Commissioning | 10d | Mon 5/17/10 | Wed 5/26/10 |
| FPLS Punch List | 10d | Tue 6/1/10 | Thu 6/10/10 |
| MD/MDAD Punch List | 12d | Mon 6/28/10 | Fri 7/9/10 |
| Substantial Completion | 7d | Sat 7/10/10 | Fri 7/16/10 |
| Training | 5d | Thu 7/29/10 | Mon 8/2/10 |
| O&M Manuals Submittal | 14d | Fri 8/13/10 | Thu 8/26/10 |
| Final Acceptance | 15d | Wed 9/1/10 | Wed 9/15/10 |
| Project Close Out | 45d | Thu 9/16/10 | Sat 10/30/10 |

Schedule H

Company's Training Responsibilities

PROPOSED TRAINING PROGRAM

FPL Services will provide training to three primary categories of clients, within the Miami-Dade County organization. This training will be organized to fulfill several requirements, as appropriate to each group: provide general information on the project and the benefits of energy conservation; provide training in the use, operation, and maintenance of equipment installed through our project; and provide ongoing information on the operation of this equipment, and notification of alarm conditions, where equipment may require service.

The training program will be directed to the following categories of clients within Miami-Dade County:

Building Services Staff

Building Services staff will operate and provide routine maintenance on the equipment installed by FPL Services. It is imperative that they have the information, training, and skills necessary to fulfill these responsibilities, in a manner that ensures the proper and efficient operation of this equipment.

To FPL Services, the level of training required varies with the complexity of each ECM. Lighting ECMs, for example, are relatively simple, and will require only general-orientation meetings to introduce staff to the new types of equipment and any special procedures that may be required to effect proper maintenance. Ensuring the proper operation of the energy-management systems, however, will require extensive orientation and classroom instruction, to ensure that County staff is fully capable of performing all of the necessary operational functions. Immediately upon execution of its contract, FPL Services will contact County Administrators, to identify the key staff who will participate in each of the planned training activities. A final training plan will be presented to the County for review and approval within 45 days of execution of the contract.

Consistent with County's request, it is FPL Services' intent to conduct and conclude all training for Building Services staff prior to the installation and commissioning of all equipment. Where possible, FPL Services will include County staff in the project development process, including installation of equipment, to ensure their full familiarity with the completed projects.

FPL Services will provide some of the training directly, and utilize programs provided by equipment vendors and other groups, to ensure that all training requirements are fulfilled. These plans will be formalized upon the final selection of vendors and subcontractors by FPL Services. FPL Services plans to deliver the following general training in the schools where the ECMs apply.

Lighting ECMs: FPL Services will provide general orientation training to staff members concerned with the operation and upkeep of the lighting systems. We will provide vendor-supplied brochures and product information, as well as specialized training to assist staff in the installation of specialized equipment, such as ballasts and exit signs.

Photovoltaic Systems: FPL Services will arrange to send key staff members through operator training, provided by equipment manufacturers, for the equipment installed under our contract. It is FPL Services' intent, insofar as possible, to standardize the brand (manufacturers) of equipment installed, to simplify inventory requirements. Crossover training will also be provided to County staff, to ensure that maintenance staff assigned to these facilities are able to operate the PV system , and to diagnose and correct minor operational problems.

Due to possible delays in the availability of training, due to the manufacturer's schedule, FPL Services may request permission to seek acceptance of completed work prior to the completion of detailed training, if this is unreasonably delayed. General training will be obtained prior to the end of equipment installation. FPL Services will also hold meetings with County staff, to review standards of operational programming and formalize response procedures to alarm conditions, to promote a common understanding of and approach to these requirements.

MDAD Engineering and GSA Staff

As primary client representative, MDAD/GSA is the direct partner of FPL Services in this project, and has an equal stake in ensuring its success. FPL Services will also extend opportunities for training and information exchange to these staff, to foster a common understanding of detailed project objectives, and also to provide staff with the skills and equipment that they will need to directly monitor the operation of the equipment installed in our facilities.

Schedule I
Commissioning

See attached document, "Commissioning for Better Buildings."